



**City Council
Regular Meeting
AGENDA**

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

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

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/89540474669>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 895 4047 4669
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

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

June 19, 2024 - 6:00 PM

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1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**
 5. **PETITIONS AND COMMUNICATIONS**
 6. **APPROVAL OF MINUTES**

6.a. Approval of the Minutes for the June 3, 2024, Special Meeting.

Recommended Action: Approve the Minutes for the June 3, 2024, Special Meeting.

Attachments:

1. 2024-06-03 Draft Minutes - Special Meeting

6.b. Approval of the Minutes for the June 4, 2024, Special Meeting.

Recommended Action: Approve the Minutes for the June 4, 2024, Special Meeting.

Attachments:

1. 2024-06-04 Draft Minutes - Special Meeting

6.c. Approval of the Minutes for the June 5, 2024, Regular Meeting.

Recommended Action: Approve the Minutes for the June 5, 2024, Regular Meeting.

Attachments:

1. 2024-06-05 Draft Minutes - Regular Meeting

7. 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.

8. 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.

- 8.a. Approve Contract Amendment Ten (10) with Carollo Engineers for the Design Efforts of the Recycled Water Project - Phase 4 to Authorize Task Order 8 and 9 for Engineering Services During Construction and Construction Management.

Recommended Action: Approve Contract Amendment Ten (10) with Carollo Engineers for the Design Efforts of the Recycled Water Project - Phase 4 to Authorize Task Order 8 and 9 for Engineering Services During Construction and Construction Management.

Attachments:

1. Approval of Phase 4
2. Phase 4 - SoW 4 ESDC and CM

- 8.b. Report of Agreement with Hildebrand Consulting LLC in the Amount of \$43,800 for Specialized Utility Financial Analysis for the Water and Sewer Utilities, and Approval of a Corresponding Budget Amendment.

Recommended Action: Receive the report of an agreement with Hildebrand Consulting LLC in the amount of \$43,800 for specialized utility financial analysis for the water and sewer utilities, and approve corresponding budget amendment.

Attachments:

1. Hildebrand Consulting - Specialized Financial Analysis 2223-180 - Original Contract
2. Hildebrand Consulting - Specialized Financial Analysis 2223-180-Amendment 1
3. Hildebrand Consulting - Specialized Financial Analysis 2223-180-Amendment 2

- 8.c. Adoption of Resolution Identifying the Proposed Project List for SB1: Road Repair and Accountability Act for Fiscal Year 2024/2025.

Recommended Action: Adopt resolution identifying the proposed project list for SB1: Road Repair and Accountability Act for Fiscal Year 2024/2025.

Attachments:

1. 2024-2025 Estimate Revenue
2. 24-25 Resolution

- 8.d. Approval of Notice of Completion for the Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08, and Approve Final Payment of the 5% Retention to ARB, Inc.

Recommended Action: Approve Notice of Completion for the Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08; Approve Final Payment of the 5% Retention to ARB, Inc.; and direct the City Clerk to file the Notice of Completion with the County Recorder.

Attachments:

1. ARB Inc. Contract 2324-084 - Ukiah Electric Fire Mitigation UG Proj
2. ASR and Attachs CO No. 4
3. Notice of Completion-ARB

- 8.e. Report of the Purchase of One 2024 Ford F-250 from Harvey Harper Company, DBA Harper Motors in the Amount of \$60,697.10 for the Ukiah Valley Fire Authority.

Recommended Action: Receive the report regarding the purchase of one new 2024 Ford F-250 from Harvey Harper Company, DBA Harper Motors for the amount of \$60,697.10 for the Ukiah Valley Fire Authority.

Attachments:

1. Bid Tab and Bid from Harper

- 8.f. Report the Purchase of Two 2025 Ford Police Interceptor Utility Vehicles from Harper Motors in the Amount of \$128,421.88.

Recommended Action: Receive the report regarding the purchase of two new 2025 Ford Police Interceptor Utility Vehicles from Harper Motors in the amount of \$128,431.88.

Attachments:

1. Harper Motors
2. Purchase Order

- 8.g. Receive Annual Report Regarding the City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

Recommended Action: Receive annual report regarding the City of Ukiah's Electric Utility Wildfire Mitigation Plan in response to Senate Bill 901.

Attachments:

1. City of Ukiah's 2024 Wildfire Mitigation Plan Combined - Draft
2. City of Ukiah's 2024 Wildfire Mitigation Plan - DRAFT Redline

- 8.h. Award a Unit Price Contract in the Amount of \$130,290.00 for Gobbi Circuit 202 Switching and Reliability Enhancement Project, Specification 24-04, to Wipf Construction, LLC. and Authorize a Corresponding Budget Amendment

Recommended Action: Award contract in the amount of \$130,290.00 for Gobbi Circuit 202 Switching and Reliability Enhancement Project, Specification 24-04, to Wipf Construction, LLC.

Attachments:

1. Specification 24-04
2. Bid Tabulation
3. Wipf Construction Bid

- 8.i. Report of Agreement with First Due LLC in the Amount of \$45,990 for Fire and Emergency Medical Services Software.

Recommended Action: Receive a report on an agreement with First Due LLC for Fire and Emergency Medical Services software.

Attachments:

1. First Due - Contract

9. 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 that is within the subject matter jurisdiction of the City Council, 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.

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

- 12.a. Receive an Update Regarding the City of Ukiah's Western Hills Annexation and Sphere of Influence Amendment Application, LAFCo File No. A-2022-02; Consider Adoption of an

Amended City Council Resolution for A_2022-02; and Introduce an Amended Ordinance by Title Only Confirming the Previously Approved Rezoning Districts as Low-Density Residential - Hillside (R1-H) and Public Facilities (PF).

Recommended Action: (1) Direct Staff to submit an updated application to LAFCo; (2) Adopt an amended Resolution for the City of Ukiah's Western Hills Annexation and Sphere of Influence (SOI) Amendment Application as specified in the Initial Study/Mitigated Negative Declaration (SCH No. 2021040428) previously adopted on December 6, 2023; and (3) Introduce by title only an amended ordinance confirming the previously approved Rezoning districts as Public Facility ("PF") and Low Density Residential-Hillside ("R1-H").

Attachments:

1. LAFCo Incomplete Letter A-2022-02 (April 19, 2024)
2. Draft Resolution
3. Draft Ordinance
4. Statement of Fair Share Housing Needs A-2022-02 (June 19, 2024)

- 12.b. Conduct a Public Hearing to Receive Public Comment; Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-12041; Adopt Resolution Confirming Project Closeout and Reimbursement of Grant Expenses from the California Department of Housing and Community Development; and Approve any Corresponding Budget Amendments Required as part of the Grant Closeout Process.

Recommended Action: 1) Receive report from Staff on final performance related to State Community Development Block Grant 20-CDBG-12041; 2) conduct a public hearing to receive public comment; 3) adopt a Resolution acknowledging accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State; and 4) approve any corresponding budget amendments required as part of the grant closeout process.

Attachments:

1. Resolution_2020-43
2. Bus_Assist_Loan_Prog_Guidelines
3. Bus_Assist_Loan_Prog_Fact_Sheet
4. Standard_Agreement_20-CDBG-12041
5. Proposed Resolution

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

Recommended Action: Conduct a Public Hearing, and Adopt the Resolution amending the user fee schedule for Community Services; including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

Attachments:

1. Fee Schedule for Facilities, Museum, Programs and Aquatics FY 25
2. Draft Resolution CS Fee Review

13. UNFINISHED BUSINESS

- 13.a. Approval and Adoption of 2024-25 Fiscal Year City Budget through Resolution, Five-Year Capital Improvement Plan, the Gann Limit Resolution, and Budget Agreement with the Ukiah Valley Sanitation District.

Recommended Action: Taken Separately:

1. Approve and adopt budget resolution for the fiscal year 2024-25
2. Approve and adopt the updated Five-Year Capital Improvement Program Schedule for the fiscal year 2024-25
3. Approve and adopt Gann Limit resolution for fiscal year 2024-25
4. Approve (in substantial form) and authorize City Manager to sign fiscal year 2024-25 budget agreement with the Ukiah Valley Sanitation District.

Attachments:

1. FY 24-25 Budget Resolution
2. 5-Year Capital Improvement Plan -FINAL - FYE 25
3. Vehicle Justifications - FYE 25
4. FY 24-25 GANN Limit Resolution
5. Budget Workshop, 6-3-24
6. UVSD Budget Agreement, FY 2025 Draft

14. **NEW BUSINESS**

- 14.a. Consideration of a Resolution of the City Council of the City of Ukiah Approving the Mendocino County Master Tax Sharing Agreement Among Mendocino County and the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, and Making Certain Findings of Exemption Under the California Environmental Quality Act.
Recommended Action: Approve a Resolution of the City Council of the City of Ukiah approving the Mendocino County Master Tax Sharing Agreement among Mendocino County and the cities of Ukiah, Willits, Fort Bragg, and Point Arena; and making certain findings of exemption under the California Environmental Quality Act.
 Attachments:
1. MTSA Key Terms
 2. MendoCounty.MTSA - Resolution with Attachment 1
- 14.b. Discussion with Direction to Staff Regarding a Proposed Approach to the Preparation of the City's Economic Development Strategy.
Recommended Action: Discuss the proposed approach, provide direction, and authorize Staff to proceed with development of the City's Economic Development Strategy.
 Attachments:
1. Economic Development Element- Goals and Policies
- 14.c. Approval of Agreement with Carollo Engineers for Engineering Reconnaissance and Assistance with SAFER Grant Application.
Recommended Action: Approve agreement with Carollo Engineers for engineering reconnaissance and assistance with SAFER grant application.
 Attachments:
1. Ukiah DWSRF Consolidation Planning Application Scope
 2. Ukiah DWSRF Consolidation Planning Application Estimate
- 14.d. Possible Introduction of Ordinance by Title Only to Change the Time that City Council Meetings Convene.
Recommended Action: Introduce an Ordinance by title only that would change start time for City Council meetings to 5:15 p.m.
 Attachments:
1. Proposed Ordinance - redline and clean
- 14.e. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s) including the possible creation of an Ad-hoc to review the Downtown Zoning Code.
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. 2024 City Council Special Assignments

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

- 15.a. **Conference with Legal Counsel – Initiation of Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (3 cases)
- 15.b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9)
Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036
- 15.c. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-12; 180-120-15; 180-120-16
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment
- 15.d. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-232-05 and 002-282-02
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Bartolomei Trustees
Under Negotiation: Price & Terms of Payment
- 15.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-230-03-00
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Mark and Jann Lanz
Under Negotiation: Price & Terms of Payment
- 15.f. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. 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. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

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

Kristine Lawler, CMC/CPMC
Dated: 6/13/24

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Virtual Meeting Link:**

<https://us06web.zoom.us/j/82205587854>

Ukiah, CA 95482

June 3, 2024

4:00 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 3, 2024, having been legally noticed on May 31, 2024. The meeting was held in person and virtually at the following link:

<https://us06web.zoom.us/j/82205587854>. Vice Mayor Crane called the meeting to order at 4:03 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, Douglas F. Crane, and Josefina Dueñas (*arriving at 4:41 p.m.*). **Staff Present:** Sage Sangiacomo, City Manager and Kristine Lawler, City Clerk.

VICE MAYOR CRANE PRESIDING.

The Pledge of Allegiance was led by Sage Sangiacomo, City Manager.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

3. BUDGET HEARING

a. Presentation of the Draft 2023-24 Fiscal Year City Budget and Draft Five-Year Capital Improvement Plan.

Presenters:

Budget Overview - Dan Buffalo, Finance Director. (*4:06 p.m.*)

Mayor Duenas arrived at 4:41 p.m., Vice Mayor Crane passed the gavel to the Mayor.

MAYOR DUENAS PRESIDING

Capital Improvement Plan (CIP) – Dan Buffalo, Finance Director. (*6:05 p.m.*)

RECESS 6:07 – 6:18 P.M.

Department Presentations:

City Manager's Office:

City Council – Sage Sangiacomo, City Manager (6:20 p.m.)

City Manager's Office – Sage Sangiacomo, City Manager (6:24 p.m.)

City-wide Admin – Shannon Riley, Deputy City Manager (6:26 p.m.)

Community Outreach – Shannon Riley, Deputy City Manager (6:29 p.m.)

Economic Development – Shannon Riley, Deputy City Manager (6:35 p.m.)

Emergency Management – Traci Boyd, Senior Analyst (6:39 p.m.)

Climate Adaption and Resilience – Traci Boyd, Senior Analyst (6:48 p.m.)

City Clerk – Kristine Lawler, City Clerk (6:51 p.m.)

Electric Utility – Cindy Sauers, Electric Utility Director

Electric Administration (6:56 p.m.)

Electric Distribution (7:00 p.m.)

Electric Technical Services (7:04 p.m.)

Airport – Greg Owen, Airport Manager (7:07 p.m.)

Community Development – Craig Schlatter, Community Development Director

Overview (7:15 p.m.)

Planning Services (7:18 p.m.)

Code Compliance (7:40 p.m.)

Building Services (7:43 p.m.)

Housing Services (7:46 p.m.)

Grants Management (7:50 p.m.)

Fire Prevention (7:52 p.m.)

Business Services (7:54 p.m.)

4. **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:01 p.m.

Kristine Lawler, CMC/CPMC

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Virtual Meeting Link:**

<https://us06web.zoom.us/j/82205587854>

Ukiah, CA 95482

June 4, 2024

3:00 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 4, 2024, having been legally noticed on May 31, 2024. The meeting was held in person and virtually at the following link:

<https://us06web.zoom.us/j/82205587854>. Mayor Duenas called the meeting to order at 3:03 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Douglas F. Crane, and Josefina Dueñas. **Absent by Prearrangement:** Susan Sher. **Staff Present:** Sage Sangiacomo, City Manager and Kristine Lawler, City Clerk.

MAYOR DUENAS PRESIDING.

The Pledge of Allegiance was led by Councilmember Rodin.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

3. BUDGET HEARING

a. Presentation of the Draft 2023-24 Fiscal Year City Budget and Draft Five-Year Capital Improvement Plan.

Presenters: Dan Buffalo, Finance Director and Various Department Directors and Staff.

Budget Overview, Continued: Dan Buffalo, Finance Director (3:08 p.m.)

Department Presentations:

Finance:

Overview – Dan Buffalo, Finance Director (3:20 p.m.)

Financial Services Disbursements (Accounts Payable and Payroll) – Sarah Brown, Financial Manager (3:25 p.m.)

Utility Billing and Customer Service – Lori Martin, Utility Billing and Customer Service Manager (3:27 p.m.)

Accounting and Budget – Dan Buffalo, Finance Director (3:44 p.m.)

Procurements - Capital, and Special Projects – Mary Horger, Financial Services Manager (3:52 p.m.)

Treasury Management – Dan Buffalo, Finance Director (3:56 p.m.)

Information Technology – Ryan Burkhart, I.T. Manager and Scott Shaver, I.T. Manager (3:59 p.m.)

Community Services Department – Neil Davis, Community Services Director

Alex Rorabaugh Recreation Center (ARRC) (4:06 p.m.)

Parks (4:11 p.m.)

Park Development (4:16 p.m.)

Aquatics (4:24 p.m.)

Golf (4:27 p.m.)

Conference Center (4:29 p.m.)

Museum (4:36 p.m.)

Recreation (4:39 p.m.)

Special Services (4:40 p.m.)

RECESS: 4:46 – 4:49 P.M.

Public Works – Tim Eriksen, Public Works Director/City Engineer

Fleet and Plant Maintenance (aka Garage) (5:00 p.m.)

Engineering (5:02 p.m.)

Corp Yard (5:14 p.m.)

Landfill (5:15 p.m.)

Streets (5:16 p.m.)

Building & Grounds Maintenance (5:22 p.m.)

Water Resources – Sean White, Water Resources Director

Water Services (5:25 p.m.)

Wastewater Services (5:27 p.m.)

Recycle Water Services (5:34 p.m.)

Human Resources/Risk Management – Sheri Mannion, Human Resources/Risk Management Director (5:37 p.m.)

Ukiah Valley Fire Authority – Doug Hutchison, Fire Chief and Eric Singleton, Battalion Chief. (5:45 p.m.)

Police Department – Cedric Crook, Police Chief; Tom Corning, Police Captain; and Marla Swan, Communications and Records Manager. (6:02 p.m.)

4. ADJOURNMENT

There being no further business, the meeting adjourned at 6:39 p.m.

Kristine Lawler, CMC/CPMC

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/82205587854>
Ukiah, CA 95482
June 5, 2024
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 5, 2024, having been legally noticed on May 31, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/82205587854>. Mayor Dueñas called the meeting to order at 6:02 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Douglas, F. Crane, and Josefina Dueñas. **Councilmember Absent by Prearrangement:** Susan Sher. **Staff Present:** Sage Sangiacomo, City Manager; Darcy Vaughn, Assistant City Attorney; and Kristine Lawler, City Clerk.

MAYOR DUEÑAS PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orozco.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation Recognizing June as LGBTQ+ and Pride Month.

Presenter: Mari Rodin, Councilmember.

Proclamation was received by Darren Jackson and Jadyn, Ukiah Unity Coalition.

b. Proclamation of the Ukiah City Council Recognizing June as Immigrant Heritage Month.

Presenter: Vice-Mayor Crane.

Proclamation was received by Jaya Chaudhary.

c. Proclamation of the Ukiah City Council Recognizing June 19, 2024, as Juneteenth - National Freedom Day: A Day of Observance in the City of Ukiah.

Presenter: Juan V. Orozco, Councilmember.

Proclamation was received by Essence Roberson.

RECESS: 6:26 – 6:28 P.M.

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the May 15, 2024, Regular Meeting.

Motion/Second: Rodin/Orozco to approve Minutes of May 15, 2024, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: Sher. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

- a. Annual Report on Mobilehome Park Stabilization Fees and Activities, Adoption of Resolution (2024-22) Updating Program Costs, and Approval to Waive Fees for the FY 2023-24 – *City Clerk*.
- b. Authorize the City Manager to Negotiate and Sign a Memorandum of Understanding (2324-214) with Ukiah Pickleball Club – *Community Services*.
- c. Approval of Contract (2324-215) with E Source for Project Management Services to Transition Millview and Redwood Valley Water Billing to the City's Customer Information System Software, Meeting the Ukiah Valley Water Authority Joint Power Agreement's January 1, 2025, Go-Live Date, and Approve Corresponding Budget Amendment - *Finance*.
- d. Approve Purchase (PO No. 48586) of Intimidator 12XP Track Chipper for the Amount of \$100,198, Using Funds from the USDA Community Wildfire Defense Grant and Corresponding Budget Amendment - *Fire*.
- e. Approval of Notice of Completion for Peterson Mechanical Inc. for the Wastewater Treatment Plant HVAC Replacement Project Spec 23-10, and Direct the City Clerk to File the Notice of Completion with the County Recorder – *Water Resources*.
- f. Adoption of Resolution (2024-23) Calling for the Holding of a General Municipal Election to be Held on November 5, 2024, and to Consolidate and Request the County Clerk to Conduct Said Election with the Statewide General Election (2324-216) – *City Clerk*.
- g. Approval of a Three-Year Agreement (2324-217) with JM Integration for an On-Call Maintenance and Troubleshooting Agreement at the Water Treatment Plant in the Amount of \$173,138.03 – *Water Resources*.
- h. Approve Contract Amendment 1 (2223-175-A1) to JM Integration in the Amount of \$13,718.24, per Actual Time and Materials for SCADA Maintenance at the Water Treatment Plant – *Water Resources*.
- i. Consideration of Approving a One (1) Year Extension of City of Ukiah Agreement No. 2021-184 (2021-184-A3) to AP Triton LLC for Continued Consulting Services for the Ukiah Valley Fire Authority's Pre-Hospital Emergency Medical Services Program and Review of the Electric Utility's Fire Mitigation Plan in an Amount not to Exceed \$60,000, and Approve Corresponding Budget Amendment - *Fire*.

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

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Pinky Kushner – Palace Hotel; Mark Donegan – Behavior health and quality of life issues.

10. COUNCIL REPORTS

Presenter: Councilmember Rodin.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters:

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Palace Hotel** – Shannon Riley, Deputy City Manager.
- **Status of Election Measure under Consideration** – Sage Sangiacomo, City Manager.
- **Emergency Preparedness Training**– Traci Boyl, Senior Analyst.
- **Grant Application** – Traci Boyl, Senior Analyst.
- **Planning Commission Vacancy** – Kristine Lawler, City Clerk.

12. PUBLIC HEARINGS (6:15 PM)

a. Conduct a Public Hearing and Receive the Measure P Oversight Board Report and Findings for 2021 and 2022 Per Resolution 2014-28.

Presenter: Doug Hutchison, Fire Chief.

Staff Comment: Dan Buffalo, Finance Director.

PUBLIC HEARING OPENED AT 7:13 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:14 P.M.

Motion/Second: Rodin/Orozco to receive the Measure P Annual Finance Report. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: Sher. ABSTAIN: None.

b. Conduct a Public Hearing to Receive Public Comment; Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-12052; Adopt Resolution Confirming Project Closeout and Reimbursement of Grant Expenses from the California Department of Housing and Community Development; and Approve any Corresponding Budget Amendments Required as part of the Grant Closeout Process.

Presenters: Jim Robbins, Housing and Grants Manager and Tim Eriksen, Public Works Director/City Engineer.

PUBLIC HEARING OPENED AT 7:19 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:19 P.M.

Motion/Second: Rodin/Orozco to receive report from Staff on final performance related to State Community Development Block Grant 20-CDBG-12052; 2) conduct a public hearing to receive public comment; adopt a Resolution (2024-24) acknowledging accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State; and approve any corresponding budget amendments required as part of the grant closeout process. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: Sher. ABSTAIN: None.

Deputy City Manager, Shannon Riley, sat in for City Manager Sangiacomo: 7:11 – 7:20 p.m.

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- a. Adopt a Resolution Making a Declaration of Surplus Property, Pursuant to Government Code Section 54220, for Property Located within the Airport Industrial Park - Planned Development in the City of Ukiah, California, County of Mendocino (APNs: 180-110-12; 180-120-15; 180-120-16).**

Presenter: Jesse Davis, Chief Planning Manager.

Motion/Second: Orozco/Rodin to find that the declaration of surplus property is exempt from environmental review pursuant to the California Environmental Quality Act ("CEQA"), Class 12, Surplus Property Sales. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: Sher. ABSTAIN: None.

Motion/Second: Rodin/Orozco to adopt the attached Resolution (2024-25) declaring that the properties located within the Airport Industrial Park - Planned Development (APNs: 180-110-12; 180-120-15; 180-120-16) are surplus land; and direct the City Manager to follow the procedures set forth in the Surplus Lands Act ("SLA"), for the sale of the aforementioned surplus land. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: Sher. ABSTAIN: None.

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

Presenter: Mayor Duenas.

Mayor Directive for Councilmember Rodin to serve as the primary, and Mayor Duenas to serve as the Alternate on the Mendocino County 2nd District Liaison assignment.

Report was received.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:33 P.M.

15. CLOSED SESSION

- a. Conference with Legal Counsel – Anticipated Litigation**

(Government Code Section 54956.9(d)(4))

Initiation of litigation (3 cases)

- b. Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

- c. Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 180-110-07

Negotiator: Shannon Riley, Deputy City Manager

Negotiating Parties: GMB Realty Partners, Inc.

Under Negotiation: Price & Terms of Payment

d. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-232-05 and 002-282-02

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Bartolomei Trustees

Under Negotiation: Price & Terms of Payment

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-230-03-00

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Mark and Jann Lanz

Under Negotiation: Price & Terms of Payment

f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action reported.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 8:25 p.m.

Kristine Lawler, CMC/CPMC



AGENDA SUMMARY REPORT

SUBJECT: Approve Contract Amendment Ten (10) with Carollo Engineers for the Design Efforts of the Recycled Water Project - Phase 4 to Authorize Task Order 8 and 9 for Engineering Services During Construction and Construction Management.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Water Resources Director.

ATTACHMENTS:

1. Approval of Phase 4
2. Phase 4 - SoW 4 ESDC and CM

Summary: Council will consider approving contract amendment ten (10) with Carollo Engineers for the design efforts of the Recycled Water Project - Phase 4 to authorize Task Order 8 and 9 for Engineering Services During Construction and Construction Management

Background: The City Council approved the contract amendment and budget required for Carollo Engineers to continue the design work for Phase 4 of the Recycled Water Project. See Attachment 1. There were nine (9) items issued in the original Scope of Work, Project Management, Funding, Preliminary Design, Permitting and Easement, Field Investigation Services and Hydraulics, Final Design, Bid Support, Engineering Services During Construction (ESDC) and Construction Management. Previous amendments were created to the contract to authorize Carollo Engineers to begin work on these tasks.

Discussion: With Phase 4 of the Recycled Water Project in full swing, Carollo Engineers has begun to assist Staff with pre-construction meetings, submittal reviews, inspections, recording, compliance and more. See Attachment 2 for a complete list of activities to be authorized under Task 8 - ESDC and 9 - Construction Management. As with the previous Phase 4 work with Carollo these costs are to be reimbursed through the State Revolving Funds (SRF) grant awarded to the City for the design and construction of the Recycled Water Project.

As the project proceeds, Staff is evaluating scope modifications and expenses. Additional adjustments and budget considerations may need to be consider by the Council at a future date.

Recommended Action: Approve Contract Amendment Ten (10) with Carollo Engineers for the Design Efforts of the Recycled Water Project - Phase 4 to Authorize Task Order 8 and 9 for Engineering Services During Construction and Construction Management.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 83027330.80230.18052:\$3,116,082.12 (total contract amount remaining)

PROPOSED BUDGET AMOUNT: 83027330.80230.18052:\$3,116,082.12

FINANCING SOURCE: SRF Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1314-231 (and amendments 1-9)

COORDINATED WITH: Jason Benson, Senior Engineer, and Sean White, Water Resources Director

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 4** – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI): 7a – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element

Approved: 
Sage Sangiacomo, City Manager

Agenda Item No: 12.d.

MEETING DATE/TIME: 1/19/2022

ITEM NO: 2022-1219



AGENDA SUMMARY REPORT

SUBJECT: Approve Contract Amendment Eight with Carollo Engineers for the Design Efforts of the Recycled Water Phase 4 Project in the amount of \$4,600,773 and approval of corresponding budget amendment.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

Tim Eriksen, Director of Public Works/City

PRESENTER: Engineer

ATTACHMENTS:

1. Recycled Water Ph4 CO2 WWTP_12JAN2022

Summary: The City Council will consider giving approval of a contract amendment with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project in the amount of \$4,600,773 and approval of corresponding budget amendment.

Background: The City Council approved contract amendments and the budget required for Carollo Engineers to continue with Recycled Water Phase 4 Design on November 7, 2018. The items issued in the Scope of Work to perform are Tasks 1-9: Project Management, Funding, Preliminary Design, Permitting and Easement, Field Investigation Services and Hydraulics, Bid Support, Engineering Services during Construction (ESDC), and Construction Management. This work is to be completed with the issued budget of \$2,627,484.75.

Two amendments, numbers 5 and 6, have been issued to the Carollo Contract 1314-231 for Phase 4 design work. Amendment 5 for Tasks 1-3: Project Management, Funding, Preliminary Design; and, Amendment 6 for Task 5: Field Investigation Services and Hydraulics. These amendments were approved 1/16/2019 and 5/3/2019, respectively. The four prior amendments approved for this contract work were for: additional geotechnical and environmental work, Recycled Water Phase 3 design, Chlorine Contact Basin (CCB) design, and additional CCB and Recycled Water Phase 3 design.

Amendment 7 was issued to the Carollo Contract 1314-231 for Phase 4 design work under Tasks 1-6: Project Management, Funding, Preliminary Design, Permitting and Easement, Field Investigation Services and Hydraulics, and Final Design. Amendment 7 was approved by City Council on 9/16/2020.

The 30% Design drawings and the Preliminary Design Report (PDR) were completed and submitted to the City in August 2019. This information was used by Carollo to submit an application for the State Revolving Fund (SRF) funding and coordination with the State.

The 60% Design drawings were completed and submitted to the City, and the City reviewed and provided comment in September 2021. The 90% Design drawings were completed and submitted to the City, and the City reviewed and provided comment in January 2022. During project design meetings between City Staff and Carollo Engineers, it was tentatively agreed to have the design complete, shovel ready, and ready for the bidding process, pending project funding sources, in Spring 2022.

Discussion: City Staff met with Carollo Engineers and California State Water Resources Control Board (CSWRCB) Staff in early November 2021. The topic of this meeting was to discuss the potential for a Prop. 68

and Infrastructure Grant to fully pay for the overall construction of the project, and would equate to approximately \$25M. This would include design cost to date expended by the City, and may include City Staff cost during construction. The City directed Carollo Engineers to provide a change order for all scope changes and future engineering efforts (Attachment 1), per CSWRCB discussion. Carollo Engineers has worked diligently to provide the scope changes. The City is only engaging in the changes that will be covered by the new grant.

On the water side of the Wastewater Treatment Plan (WWTP) process, recycled water is the final product from the Advanced Waste Treatment (AWT) and the Chlorine Contact Basin (CCB). Once treated water leaves the CCB, water is discharged to the Recycled Water ponds south of the WWTP. In order to have sufficient recycled water supply for all customers, an additional storage facility for secondary water is needed at the WWTP. The current process at the WWTP requires a lag time between process equipment to operate efficiently, and will remove using the percolation ponds for temporary storage. This will eliminate water loss to the environment and remove extra work time and cost by the WWTP crew to operate and maintain equipment. A new pond and pump station will provide storage of the secondary water before entering the process into the AWTs.

The overall recycled water pipeline layout, the associated tank and pump station located at the Water Treatment Plant (WTP), and the appurtenances of it does not require design revisions since the last submittal of deliverables (December 2021).

Carollo Engineers has prepared a revised Scope of Work and the necessary actions to perform Task 1-9. This includes a cost Change Order for the additional work for Task 1-6 and to include Task 7-9. The added cost is for a revision to the project design and the documents associated with this process (Task 1-6), and will incorporate the design changes for a new pond and pump station at the WWTP. Other added cost is for Task 7-9: Bid Support, Engineering Services during Construction (ESDC), Construction Management. Task 7-9 will be initiated through Task Orders to Carollo and approved for cost expenditure only when the project construction phases begin. Carollo Engineers has prepared a contract change order for a revised budget for the remaining and modified Tasks for the revised total contract budget of \$6,471,103 (Attachment 1) for Phase 4. Carollo Engineers has prepared a contract change order for a revised budget for the remaining and modified Tasks to be completed at \$4,600,773 (Attachment 1). This will increase the total contract value for all Recycled Water project work performed by Carollo Engineers (Phases 1-4 and CCB) to \$10,644,367.

City Staff has discussed the grant options and procedures for applications with CSWRCB and Carollo Engineers. In order to get through the grant application and finalization process, Carollo Engineers will have to perform administrative and engineering design work before the CSWRCB provides the City with a definitive answer of the grant award to the City for construction and design cost of Phase 4. This will include geotechnical work, materials testing, site survey, production of design drawings, Engineer's Estimate for construction, and the preliminary report of findings. The estimated cost to the City for Carollo to get through the grant process is approximately fifty percent of the proposed amount for Task 1-6 in the amount of \$864,433. This will include preliminary design of the WWTP pond and pump station upgrades, and if the grant is not approved, this design will already be in place for needed operational and critical plant updates. If the grant *is* approved, these costs will likely be eligible for reimbursement. Past and future amendments provide a Task Order to Carollo Engineers which only allows them to proceed with the scope of work when authorized by the City. To date, through Amendment 7 (dated September 4, 2020), Carollo Engineers is completing work described under Task 1-6. If the grant is not awarded or the City does not wish to continue work with Carollo Engineers for Task 7-9, Amendments for this work will not be executed by the City.

Recommended Action: Approve contract amendment eight with Carollo Engineers for the design efforts of the Recycled Water Phase 4 project in the amount of \$4,600,773 and approval of corresponding budget amendment. .

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 83027330.80230.18052: \$0

PROPOSED BUDGET AMOUNT: 83027330.80230.18052: \$4,600,773

FINANCING SOURCE: Water Fund - 82000000.30007

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Carollo Engineers - COU No. 1314-231

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

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
AMENDMENT NO. 8
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DATED FEBRUARY 25, 2022

TERMS AND CONDITIONS

All terms and conditions of the Agreement for Professional Consulting Services dated July 4, 2014 between Corolla Engineers ("Consultant") and the City of Ukiah ("City") shall remain in force and effect except as modified in amendments thereto, including this Amendment No. 8.

AUTHORIZATION

Upon execution of this amendment, Consultant is authorized to provide the service described under the Scope of Additional Work in Attachment 1 to this Amendment No. 8.

SCOPE OF ADDITIONAL WORK

Work authorized by this amendment shall include that work described in the Subject Letter dated November 1, 2018 and the Change Order 2 dated January 12, 2022, copies of which are attached hereto and incorporated herein by this reference as Attachment 2:

1. Task 1 – Project Management and Meetings
2. Task 2 – SRF Funding Applications and Coordination
3. Task 3 – Preliminary Design
4. Task 4 – Permitting & Easement
5. Task 5 – Field Investigative Services & Hydraulics
6. Task 6 – Final Design

Tasks 7-9 as listed and described in the Subject Letter in Attachment 2 will be authorized and performed only when grant funds for construction of Phase 4 are awarded to the City and construction begins.

COMPENSATION

Compensation for the performance of the additional work authorized by this Amendment No. 8 shall be made on a time and expense basis at Consultant's fees as listed in Attachment 3, not to exceed \$1,728,236 for a revised total contract amount for Phases 1-3 and Phase 4, Tasks 1-6 of \$7,771,200. If and when authorized to commence performance of Tasks 7-9, the not-to-exceed amount for Tasks 7-9 is \$2,872,537 for a revised total contract amount for Tasks 1-9 of \$10,643,737.

CAROLLO ENGINEERS

BY: 
PRINCIPAL

Anne E. Prudhel Brian W. Avon
PRINT NAME

February 25, 2022

DATE

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

Mar 1, 2022

DATE

CITY OF UKIAH
RECYCLED WATER PROJECT – PHASE 4 DESIGN, ESDC, and CM

CHANGE ORDER 2

January 12, 2022

After the Phase-4 30% design package was submitted, modifications to the alignment and design elements were recommended by the project team. A Change Order was submitted and approved to amend the original scope of work to include the new alignment and remove the design elements at the Wastewater Treatment Plant (WWTP). Funds for the additional design work were reallocated from Construction Management (CM) services.

Recent discussions with the state have indicated that Ukiah will likely receive full grant funding for the Phase-4 project. The City has requested that Carollo provide a design to turn the existing sludge pond at the WWTP into additional storage to be used for reclaimed water delivery, include the WWTP upgrades that were identified in the original Preliminary Design Report, and provide an updated budget for ESDC and CM.

New project elements are as followed:

- Define the full amount demo required for the existing sludge pond and any ground contamination.
- AWT Storage Ponds (ASP) will be upgraded by reconditioning the existing sludge lagoons, including sludge removal and installation of a liner, new drainage piping, and drain pump station. The existing digester overflow line that drains to the sludge lagoon will be relocated.
- A new pump station to convey flows from the pond to final treatment.
- New Geotech and Survey to support the pond and pump station.
- Upgrade existing package clarifier/filter Advanced Wastewater Treatment (AWT) units per the Westech budgetary proposal dated July 2019:
 - Install filter in-bed air scour.
 - Replace filter media.
 - Replace filter gravel support.
 - Retrofit waste gate assembly.
 - Replace analog backwash control level switch instrumentation with digital instrumentation.
 - Install new air scour blower pressure gauge and switch instrumentation.
 - Inspect steel clarifier/filter steel tank structure, repair and recoat. Modify structure to provide seismic anchorage
- Replace adsorption clarifier media of the package clarifier/filter AWT units.
- Replace the two existing backwash air blowers of the clarifier/filter AWT units and install a third new blower to provide air for the new filter in-bed air scour system.
- Replace the clarifier/filter AWT units effluent valves and install new filter air scour valves

on each unit.

- Replace pneumatic valve operators on the package clarifier/filter AWT units with electric operators to reduce maintenance and improve reliability.
- Replace AWT existing PLCs and program to incorporate upgrades outlined above.
- Replace one primary coagulant (ferric chloride) feed pump with smaller capacity pump to provide operational flexibility during times of low recycled water demand and reduce the production of excess chemical sludge in AWT system clarifiers.
- Install rapid mix pump and flash mix assembly in the contact clarifier influent pipe to improve ferric chloride coagulant mixing.
- Replace existing chlorine residual analyzer 3 (at the backwash pumping station) and chlorine residual analyzer 4 (at the dechlorination structure) with probe-type analyzers.
- Install motor-operated valve and replacement valve on existing 24-inch FE/RW diversion line west of the dechlorination structure and a motor-operated valve on 24-inch river discharge line. Revise AWT CCB discharge flow meter piping to maintain full pipe flow in the flow meter.
- Upgrade the Carousel Pump Station including adding a new pump to fill the AWT Storage Pond (ASP) and replacing the electrical equipment. Existing electrical service will be replaced with a new feeder from either the Generator or DAF building.
- Structure 89 will be upgraded with a level sensor to control the ASP drain pump station.
- Add additional time for Task 1 Project Management for the time extension and additional effort for the design change analysis.
- Reestablish Carollo's effort for construction management and adjust rates for a 2023 construction start.
- Continue to support the City to apply for Grant Funds through the SRF application process.

Table 1 provides a budget breakdown by task showing the revised estimated budgets. A detailed estimate for work to be authorized is provided as Exhibit A.

Table 1: Budget Adjustments			
Task	Existing Contract	Scope Delta	New Total
1.0 Project Management	\$227,526	\$133,021	\$360,547
2.0 SRF Funding Applications and Coordination	\$78,429	\$38,295	\$116,724
3.0 Preliminary Design	\$303,298	\$99,320	\$402,618
4.0 Permitting & Easement	\$74,726	\$16,296	\$91,022
5.0 Field Investigative Services & Hydraulics	\$520,274	\$213,864	\$734,138
6.0 Final Design	\$666,077	\$1,227,440	\$1,893,517
7.0 Bid Support	\$42,019	\$32,486	\$74,505
8.0 ESDC	\$261,895	\$347,412	\$609,307
9.0 CM	\$453,240	\$1,735,485	\$2,188,725
Total	\$2,627,484.75	\$3,843,618	\$6,471,102.75

Assumptions:

- Survey and geotech will begin upon notice to proceed (NTP). Survey, Geotech, and materials testing is provided as an allowance.
- The pond will be stabilized with soil mixing.
- The preliminary design report will be modified to show the new proposed work at the WWTP. The preliminary design will include one site drawing showing the footprint of the new pond.
- The new design at the WWTP will be a standalone drawing and spec package. However, Phase 4 will be bid as a single contract for construction.
- It is assumed record drawings are available for the WWTP and AWT for reference and use during design.

- The 50% design submittal will include a preliminary site plan for the WWTP and AWT improvements, including initial civil, demolition, structural, mechanical, electrical layouts, and P&IDs, a list of technical specifications, and a 50% construction estimate.
- Carollo will develop 50%, 90% and 100% design packages.
- It is anticipated that the WWTP design work will take approximately 130 drawings.
- Design for the WWTP improvements is anticipated to take approximately 12 months. The revised Project Management Task 1 will take the project through this design schedule. After design project management tasks will be handled under the CM budget.
- Carollo has provided a budgetary estimate to assist in providing information necessary for permit applications.
- Carollo has provided a budgetary estimate for ESDC and CM support. The City and Carollo will modify the fee/scope for construction and bid support tasks when a final construction schedule has been identified.
- CM budget is based upon a 24-month effort, rates shown are inclusive of anticipated travel and per diem, and construction office trailer to be provided by others.
- Rates will increase yearly beginning January 1, 2023 for Tasks 1 through 8 and January 1, 2024 for Task 9.

Exhibit A - (January 12 2022) City of Ukiah Recycled Water Project - Phase 4 CO 2 For Approval																													
Task Task Description		Carollo Labor																Subconsultant				Other Direct Costs (ODC)					Total Cost		
																						Subconsultants Fee	PECE	ODC	Mileage			ODC Total	
		Includes 10% Markup	\$13.00		Trips	Amount																							
1.0	Project Management and Meetings (15 months)	98	45	0	0	0	0	0	0	0	30	0	0	0	0	0	173	\$45,928					\$0	\$2,249		0	\$0	\$2,249	\$48,177
	1.1 Project Management and Administration	54	92	20	20	20	10	46	20	20	0	0	0	0	0	0	302	\$79,124					\$0	\$3,926		12	\$1,794	\$5,720	\$84,844
	1.2 Meetings																												
	Task 1.0 Totals =	152	137	20	20	20	10	46	20	20	30	0	0	0	0	0	475	\$125,052											\$133,021
2.0	SRF Funding Applications and Coordination	90	0	0	0	0	0	45	0	0	0	0	0	0	0	0	135	\$36,540					\$0	\$1,755		0	\$0	\$1,755	\$38,295
	2.2 Grant Funding Coordiantion																												
	Task 2.0 Totals =	90	0	0	0	0	0	45	0	0	0	0	0	0	0	0	135	\$36,540											\$38,295
3.0	Preliminary Design	16	20	0	0	0	0	40	0	8	8	0	0	0	0	0	92	\$21,264					\$0	\$1,196		0	\$0	\$1,196	\$22,460
	3.7 Develop Draft/Final PDR	20	20	0	8	20	0	40	40	0	0	0	0	0	0	0	148	\$34,720					\$0	\$1,924		1	\$150	\$2,074	\$36,794
	3.9 30% Design (WWTP Improvements Layout Dwg)	16	30	0	0	36	0	60	0	8	8	0	0	0	0	0	158	\$37,564					\$0	\$2,054		3	\$449	\$2,503	\$40,067
	3.10 Basis of Design (WWTP Pond Storage)																												
	Task 3.0 Totals =	52	70	0	8	56	0	140	40	16	16	0	0	0	0	0	398	\$93,548											\$99,320
4.0	Permitting & Easement	8	8	0	0	0	40	0	0	0	0	0	0	0	0	0	56	\$15,568					\$0	\$728		0	\$0	\$728	\$16,296
	4.2 Prepare Permit Applications																												
	Task 4.0 Totals =	8	8	0	0	0	40	0	0	0	0	0	0	0	0	0	56	\$15,568											\$16,296
5.0	Field Investigative Services & Hydraulics	6	12	0	0	0	0	0	0	2	0	0	0	0	0	0	20	\$5,608	\$90,000				\$99,000	\$260		0	\$0	\$99,260	\$104,868
	5.1 Topographic Survey	2	8	0	4	0	0	0	0	2	0	0	0	0	0	0	16	\$4,424		\$80,500			\$88,550	\$208		0	\$0	\$88,758	\$93,182
	5.2 Geotechnical Investigations	8	4	0	0	0	0	8	0	1	0	0	0	0	0	0	21	\$5,359					\$0	\$273		1	\$150	\$423	\$5,782
	5.3 Potholing	2	32	0	0	0	0	0	0	2	0	0	0	0	0	0	36	\$9,564					\$0	\$468		0	\$0	\$468	\$10,032
	5.4 Surge Analysis																												
	Task 5.0 Totals =	18	56	0	4	0	0	8	0	7	0	0	0	0	0	0	93	\$24,955											\$213,864
6.0	Final Design	16	32	16	20	85	0	8	8	0	0	0	0	0	0	0	185	\$49,851			\$60,000		\$66,000	\$2,405	\$500	6	\$897	\$69,802	\$119,653
	6.5 50%, 90%, & 100% WWTP Improvements (Submittal Review Meetings)	160	834	506	200	428	0	465	1,530	120	154	0	0	0	0	0	4,397	\$1,034,430						\$57,161	\$3,000	6	\$897	\$61,058	\$1,095,488
	6.6 50%, 90%, & 100% WWTP Improvements (Design)																												
	Task 6.0 Totals =	176	866	522	220	513	0	473	1,538	120	154	0	0	0	0	0	4,582	\$1,084,281											\$1,227,440
7.0	Bid Support	8	8	0	0	0	0	0	0	0	0	0	8	0	0	0	24	\$6,448					\$0	\$281		1	\$150	\$430	\$6,878
	7.1 Attend Pre Bid Meeting	4	30	8	8	8	0	8	36	0	2	0	0	0	0	0	104	\$24,818					\$0	\$1,221		0	\$0	\$1,221	\$26,040
	7.2 RFI Review & Response & Addenda	4	16	0	16	16	0	36	80	2	8	0	0	0	0	0	178	\$38,511					\$0	\$2,077	\$1,000	0	\$0	\$3,077	\$41,587
	7.3 Conformed Documentation																												
	Task 7.0 Totals =	16	54	8	24	24	0	44	116	2	10	0	8	0	0	0	306	\$69,777											\$74,505
8.0	Engineering Services During Construction	4	8	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$3,324					\$0	\$140		0	\$0	\$140	\$3,464
	8.1 Construction Contract Award	8	8	0	0	8	0	8	0	0	0	0	0	0	0	0	32	\$8,288					\$0	\$374		0	\$0	\$374	\$8,662
	8.2 Pre-Construction Conference	48	96	40	8	24	0	48	0	0	0	0	0	0	0	0	264	\$69,208					\$0	\$3,089	18	\$2,691	\$5,780	\$74,988	
	8.3 Engineer's Site Observation	60	300	120	160	160	0	0	0	0	0	0	0	0	0	0	800	\$218,860					\$0	\$9,360	0	\$0	\$9,360	\$228,220	
	8.4 Submittals Review	5	60	20	20	20	0	0	10	0	0	0	0	0	0	0	135	\$35,855					\$0	\$1,580	0	\$0	\$1,580	\$37,435	
	8.5 Responses to Contractor's RFIs	2	16	8	8	8	8	0	32	0	0	0	0	0	0	0	82	\$20,062					\$0	\$959	0	\$0	\$959	\$21,021	
	8.6 Review and Preparation of Design Clarifications	16	24	20	0	0	0	100	600	16	40	0	0	0	0	0	816	\$165,892					\$0	\$9,547	0	\$0	\$9,547	\$175,439	
	8.7 Record Drawings	2	32	0	0	0	0	16	0	0	0	0	0	0	0	0	50	\$11,982					\$0	\$585	1	\$150	\$735	\$12,717	
	8.8 Substantial and Final Completion Assistance	8	32	0	0	32	0	0	0	0	0	0	0	0	0	0	72	\$19,608					\$0	\$842	2	\$299	\$1,141	\$20,749	
	8.9 Training and Commissioning	8	16	40	0	16	0	16	0	0	0	0	0	0	0	0	96	\$25,488					\$0	\$1,123	0	\$0	\$1,123	\$26,611	
	8.10 Operations and Maintenance Manuals																												
	Task 8.0 Totals =	161	592	248	196	268	8	188	642	16	40	0	0	0	0	0	2,359	\$578,567											\$609,307
9.0	Construction Management	0	0	0	0	0	0	0	0	0	0	5	40	0	0	0	45	\$10,675					\$0	\$527	\$25,000	0	\$0	\$25,527	\$36,202
	9.1 Preconstruction Services	0	0	0	0	0	0	0	0	0	0	204	4,080	4,080	612	0	8,976	\$1,981,860					\$0	\$105,019	\$7,806	0	\$0	\$112,825	\$2,094,685
	9.2 Services During Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$8,200		\$30,710			\$33,781	\$468	0	\$0	\$34,249	\$42,449	
	9.3 Material Testing	0	0	0	0	0	0	0	0	0	0	16	16	16	16	0	64	\$14,640					\$0	\$749	0	\$0	\$749	\$15,389	
	9.4 Startup and Testing																												
	Task 9.0 Totals =	0	0	0	0	0	0	0	0	0	0	225	4,136	4,136	628	0	9,125	\$2,015,375											\$2,188,725
Project Totals =		673	1,783	798	472	881	58	944	2,356	181	250	225	4,144	4,136	628	0	17,529	\$4,043,663	\$90,000	\$111,210	\$60,000	\$10,000	\$298,331	\$212,549	\$38,306	53	\$7,924	\$557,109	\$4,600,772.23

CITY OF UKIAH
RECYCLED WATER PROJECT – PHASE 4 DESIGN, ESDC, and CM
CHANGE ORDER 4
June 29, 2024

The following scope provides Engineering Services During Construction and Construction Management for the Recycled Water Phase 4 Project.

A detailed estimate for work to be authorized under this CO is provided as Exhibit A.

Task 8: Engineering Services During Construction

Task 8.1: Pre-Construction Conference and Weekly Meetings

Carollo will attend a Pre-Construction meeting with the selected contractor at Ukiah's WWTP to review the scope of the project and define lines of communication. Carollo will attend weekly construction meetings as necessary. It is assumed that engineering support will attend these meetings virtually. Up to 24 of these meetings are assumed to be in person.

Task 8.2: Engineer's Site Observation

An allowance of 264 hours has been assumed to allow for on site observations by the engineering team and Crawford. It is assumed that these observations will be centered around the new pond construction, tank foundation, and trenchless crossing.

Task 8.3: Submittal Review

Carollo will review and comment on technical submittals and provide a more cursory review on non-technical submittals when requested. Carollo has assumed the review of 150 submittals and 75 resubmittals with an allowance of up to 1,550 hrs.

Task 8.4: Respond to Requests for Information (RFIs)

Carollo will review and comment on approximately 80 RFIs. Four hours per RFI is budgeted.

Task 8.5: Review and Preparation of Design Clarifications

Carollo will prepare design clarifications as needed. Approximately 5 design clarifications have been budgeted for items such as unanticipated existing utilities.

Task 8.6: Record Drawings

Carollo will provide record drawings for the project based on a as-built, red-lined drawings received from the Contractor. It is assumed a single clear and legible set of red-lined drawings with all markups and notes will be provided to Carollo after being reviewed by the Construction Manager. Carollo shall not be responsible for field measuring as-built conditions and will solely rely on the information provided by the Contractor as the basis for preparing the record drawings. An electronic (PDF) copy of the documents will be delivered to the City.

Task 8.7: Substantial and Final Completion Assistance

Carollo shall assist the City in performing project walk-through and final inspections. Two (2) site visits are budgeted to assist with confirming substantial completion and preparation of associated punch lists of outstanding items by the engineering team.

Task 8.8: Training and Commissioning

Carollo shall assist with training City operations and maintenance staff on project elements associated with the project. Carollo will review Contractor and Vendor provided training and assist if additional training is necessary. An allowance of 144 hours has been assigned to this task.

Task 8.9: Operations and Maintenance Manuals

Carollo shall compile an O&M manual for the project elements included under this construction project. The manual shall consist of all vendor O&M manuals, maintenance procedures, calibration requirements, and field test reports. Existing facilities not modified by Phase 4 construction will not be updated under this task. An allowance of 180 hours has been included for this task.

Task 9: Construction Management**Task 9.1: Pre-Construction****Task 9.1.1: Constructability Review / Risk Register**

Upon receipt of the Notice to Proceed (NTP), Carollo will review each of the major design elements and suggest possible low-impact changes to improve construction and minimize potential for delays and/or disputes. Carollo will evaluate the plans and specifications with regard to feasibility of construction considering such factors as project schedule and milestones, coordination of work between subcontractors and trades, site constraints, conflicts with existing facilities, and the ability to keep existing facilities in operation during construction.

Task 9.1.2 Pre-Construction Conference

Carollo will schedule, coordinate, and conduct one pre-construction conference. We will prepare an agenda in advance to notify attendees of key items for discussion. We will prepare and distribute meeting notes to attendees within 10 days of the conference.

Task 9.2: Services During Construction**Task 9.2.1: Documentation System Setup**

Carollo will coordinate with the City's Project Manager (PM) in the development of a document management system for this project. Carollo can provide Autodesk Construction Cloud (ACC) for the City. A training session can be set up for personnel unfamiliar with either software, as needed. The system will be tailored to meet the needs of each party and will be maintained by the CM for the duration of the project. After the project is complete, the documentation system will be maintained for the warranty period and then delivered to each party on indexed storage media.

Task 9.2.2: Communication and Construction Management Plan

A project specific Construction Management Plan will be created to establish project protocols, communications, and procedures.

Task 9.2.3: Documentation of Existing Site Conditions

Carollo will prepare video and photographic records of initial site conditions before the Contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to the City.

Task 9.2.4: Review Installation and Maintenance of BMPs and Implementation of SWPPP

Carollo's staff is educated in California's evolving stormwater policies. We will review the Contractor's Stormwater Pollution Prevention Plan, monitor the installed stormwater protection, and work with the contractor to maintain it throughout construction, reporting its effectiveness in accordance with current state regulations.

Task 9.2.5: Progress Meetings

Carollo will prepare an agenda, handout, and minutes, and lead weekly or bi-monthly progress meetings as required to review construction progress, schedule, and any outstanding issues that require resolution. We anticipate that the contractor, designer, and City staff will attend the meetings.

Task 9.2.6: Review Construction Schedule

Carollo will review the Contractor's construction schedule (including updates and revisions received throughout the construction period), and will provide feedback for schedule adjustments (when appropriate). Our review will focus on key elements such as critical path, logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

Task 9.2.7: Track Submittals

Carollo will coordinate and manage the shop drawing and submittal review process between the Design Engineer and the Contractor. All submittals will be tracked, distributed, and managed using the documentation system. We will screen all submittals, first determine their overall completeness/compliance with the Contract Documents, and then either (1) immediately return them to the Contractor for revision (if incomplete), (2) provide formal review/response (when related to site conditions or contractual requirements), or (3) forward them to the Design Engineer for review. Our team will also work closely with the City PM to understand the submittals that the City team will want to review, and will ensure that they are routed with appropriate time for review/response. Finally, Carollo will process and submit all responses to the Contractor in a timely manner.

Task 9.2.8: Track Requests for Information

Carollo will coordinate and manage the request for information (RFI) process between the Design Engineer and the Contractor. All RFIs will be handled using the documentation system. We will screen all RFIs to determine their validity before responding to them or forwarding them to the Design Engineer (or City) for response.

Task 9.2.9: Prepare Field Memos and Clarifications

Carollo will coordinate and manage the preparation of field memos and clarifications of drawings and specifications between the Design Engineer and the Contractor. Field memos and design clarifications (DCs) will be handled in document management system to allow easy tracking of their status and outcome.

Task 9.2.10: Manage Field Inspection

Carollo will provide a full-time Resident Project Representative (RPR), a full-time field inspector, part-time electrical inspector and various part-time support staff through completion of construction. The RPR will coordinate the activities of all field inspection personnel and office support staff.

The CM team will review and monitor the Contractor's work against the contract documents to ensure compliance. We will report any non-conformances and deficiencies to the City and the Contractor, and will work with the Contractor to correct these deficiencies in a timely manner.

Field inspectors will prepare daily and monthly inspection reports, posting them on the document management system each day to keep City staff updated on project progress.

Task 9.2.11: Specialty Inspection

Carollo will provide qualified inspector(s) to monitor the Contractor's compliance with the contract document requirements for electrical, instrumentation and control (I&C), and structural requirements. This will include, but is not limited to, the installation of duct banks, conduit runs, special instrumentation, and structural reinforcement/welds. Installations will be monitored for compliance with all applicable state and local codes.

Task 9.2.12: Review Monthly Progress Payment Requests

Carollo will evaluate the contractor's monthly progress payment requests from the Contractor and recommend payment by the City if requirements are met. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request based on our tracked quantities and field observations.

Task 9.2.13: Review Change Order Requests

Carollo will review change order requests to evaluate claims of scope changes and/or unforeseen conditions. We will prepare independent cost estimates (as needed), negotiate change order pricing with the Contractor, and recommend a course of action to the City. If accepted, we will prepare and process approved change orders and incorporate them into the contract. We will manage a log for tracking all change orders (potential, draft, and final).

Task 9.2.14: Monitor Contractor's Record Drawing Red-Lines

Carollo will monitor and coordinate the Contractor's recording and maintenance of Record Drawing red-lines (field changes to plans and specifications during construction) on a monthly basis, or more frequently as required. At the 50-, 75-, and 90-percent project completion levels, we will perform a formal review of the Contractor's working record drawings for general completeness and advise the Contractor (and City) of the observed status. We will approve progress payments beyond 90-percent completion contingent upon the acceptability of the working record drawings.

Task 9.2.15: Site Coordination

Carollo will work with all parties involved to coordinate system shutdowns and tie-ins. The Contractor's work will be managed to complete shutdowns within the time allotted in the Contract Documents to prevent system impacts.

Task 9.2.16: Equipment and Electrical Testing

Carollo will work with the Design Engineer, Contractor, and vendors to determine all required testing, then witness and document all site acceptance tests on mechanical and electrical equipment. This includes witnessing all point-to-point checks and run tests, and the confirmation that circuit breaker settings conform to the values included in the short circuit study (by others) and that all harmonic filters are correct and in place. All equipment testing results will be documented in the project records.

Task 9.2.17: Final Inspection and Contractor Punch Lists

Carollo will track potential punch list items through project construction and will work with the Contractor to resolve them prior to initiating project wrap-up activities. As construction activities start to wrap-up, Carollo will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items (where necessary). We will also assist the City in negotiating unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, we will recommend acceptance by the City.

Task 9.3: Material Testing

The Contractor is required to provide Quality Control testing. Carollo has planned to provide a specialist firm to provide quality assurance samples and conduct testing during construction. The CM team will schedule these efforts with the City's selected firm. Test results will be monitored for compliance with the contract documents, discrepancies will be noted, and the Contractor will be directed to make corrections (when necessary).

Task 9.4: Startup and Testing

Task 9.4.1: Oversee Startup and Testing

Carollo will oversee facilities acceptance testing and startup in coordination with the Contractor, Design Engineer, and City. Carollo will chair regular startup coordination meetings throughout the project to coordinate all parties are on the same page. Startup and testing services will include assistance with comprehensive testing of functional equipment, sub-systems, and the entire constructed process.

Task 9.4.2: Field Testing Reports and O&M Manuals

Carollo will witness all field tests of equipment, as described in the Contract Documents and required/submitted vendor documentation (using vendor/Design Engineer-supplied test report forms). Where no report forms are available, we will use our own in-house test forms with input from the designer and vendors. All test reports will be filed with the equipment operation and maintenance (O&M) manuals. All vendor O&M manuals will be reviewed for completeness, including all recommended maintenance procedures, calibration requirements, and spare parts lists.

General Assumptions:

- Budget is based upon a 24-month effort.
- Budget assumes construction office trailer to be provided by others.
- Escalation of 5% has been included in the project budget.



AGENDA SUMMARY REPORT

SUBJECT: Report of Agreement with Hildebrand Consulting LLC in the Amount of \$43,800 for Specialized Utility Financial Analysis for the Water and Sewer Utilities, and Approval of a Corresponding Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. Hildebrand Consulting - Specialized Financial Analysis 2223-180 - Original Contract
2. Hildebrand Consulting - Specialized Financial Analysis 2223-180-Amendment 1
3. Hildebrand Consulting - Specialized Financial Analysis 2223-180-Amendment 2

Summary: Council will receive a report regarding a contract with Hildebrand Consulting LLC (Consultant) in the amount of \$43,800 for specialized utility financial analysis for the water and sewer utilities.

Background: Hildebrand Consulting LLC has been a vital partner for the City, providing expert fiscal analysis and advisory services primarily focused on the City's sewer rate structure and related financial matters. The Consultant has conducted thorough evaluations of the revenue needs, ensuring the City's sewer services are adequately funded and sustainable. Additionally, Hildebrand Consulting has performed an extensive analysis on the cost share of sewer activities with the Ukiah Valley Sanitation District (UVSD) to ensure the rates and services align with broader community goals and principles. Their expertise extends to calculating the bond debt coverage ratios, ensuring the City maintains a healthy financial standing and meets its debt obligations. Through these comprehensive services, Hildebrand Consulting LLC has contributed significantly to the City's sewer enterprise fiscal health and financial strategic planning.

This is a reporting matter to the Council. The revised contract amount falls within the approval thresholds of the City Manager under current policy.

Discussion: The need to increase the contract amount with Hildebrand Consulting LLC arises from the necessity to conduct additional rate analysis to ensure the City's fiscal stability and service sustainability. Much of the work has already been done and covered under the existing contract amount, but additional work is needed. As the City faces evolving economic conditions, it is imperative to revisit and refine the sewer rate structure. This involves a more in-depth analysis of current and projected revenue needs, as well as assessing the financial impacts of potential rate adjustments on residents and businesses.

The contract and current amendments are attached here as Attachments 1, 2, and 3.

Recommended Action: Receive the report of an agreement with Hildebrand Consulting LLC in the amount of \$43,800 for specialized utility financial analysis for the water and sewer utilities, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$609,365 in contractual services, 52100

PROPOSED BUDGET AMOUNT: \$609,365. Budgetary savings will be used to fund this increased encumbrance.

FINANCING SOURCE: Budget savings in the current fiscal year 2023-24

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU 2223-180

COORDINATED WITH: Purchasing

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 23rd day of March, 2023 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Hildebrand Consulting, a Limited Liability Company and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to specialized financial analysis for water and wastewater utilities.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$20,000. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment A, which shall include all indirect costs and expenses of every kind or nature, except direct

expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment A. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final approved invoice for this project.

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services

performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF FINANCE
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

HILDEBRAND CONSULTING, LLC
3378 GUIDO STREET
OAKLAND, CA 94602

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

HILDEBRAND CONSULTING, LLC

BY: 
PRINT NAME: Mark Hildebrand
82-5365064
IRS IDN Number

March 23, 2023
Date

CITY OF UKIAH

BY: 
CITY MANAGER

Mar 29, 2023
Date

ATTEST


Kristine Lawler (Mar 30, 2023 07:47 PDT)
CITY CLERK

Mar 30, 2023
Date

March 21, 2023



Dan Buffalo
City of Ukiah
300 Seminary Ave
Ukiah, CA, 95482

Subject: Proposal for Specialized Utility Financial Analysis

Dear Mr. Buffalo,

In response to your recent request, Hildebrand Consulting, LLC is pleased to submit this proposal to provide the City of Ukiah with specialized financial analysis for water and wastewater utilities. The City and several neighboring water and wastewater utilities are currently in discussions regarding potential regional solutions for water and wastewater utility services. These discussions are facilitated with financial information and analysis that allows each agency to better understand the financial implications of various collaboration models.

Hildebrand Consulting is uniquely positioned to help the City with the requested financial analysis, having been engaged with a number of regional utilities since 2019, including the City of Ukiah, Ukiah Valley Sanitation District, Redwood Valley County Water District, Willow County Water District, Millview County Water District, Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency. Our scope of work has included water and sewer financial plans and rate studies. These projects have also given us a peripheral understanding of other regional utilities, such as Calpella County Water District and Rogina Water Company.

The scope of services for this engagement may include, but are not limited to:

- 1) Specialized financial analysis of City water services and neighboring water districts.
- 2) Other specialized financial analysis as requested.

We propose to work at the City's direction for a total not-to-exceed amount of \$20,000 (\$10,000 for the first task and \$10,000 for the second task). It is our practice to bill clients monthly for actual time. We haven't anticipated any billable expenses for this project. Mark Hildebrand's hourly billing rate is \$230.

Hildebrand Consulting appreciates the opportunity to be of service to the City of Ukiah and the regional utilities. Please let me know if you have any questions about this proposal letter.

Sincerely,



Mark Hildebrand
Hildebrand Consulting, LLC
mhildebrand@hildco.com
510-316-0621 (m)
www.hildebrandconsulting.com

CITY OF UKIAH
AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HILDEBRAND CONSULTING and THE CITY OF UKIAH

This Amendment No. 1, entered on September 20, 2023, revises the Agreement for Professional services dated March 23, 2023 between the City of Ukiah and Hildebrand Consulting, for professional consulting services relating to specialized financial analysis for water and wastewater utilities.

This Amendment No. 1 adds an additional 60 hours and \$13,800. This revises the total, not-to-exceed amount to \$33,800.

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:

CONSULTANT

BY: 

DATE: September 26, 2023

PRINT NAME: Mark Hildebrand

CITY OF UKIAH

BY: 
SAGE SANGIACOMO, CITY MANAGER

DATE: Oct 5, 2023

ATTEST

BY: 
Kristine Lawler (Oct 5, 2023 13:02 PDT)
KRISTINE LAWLER, CITY CLERK

DATE: Oct 5, 2023

CITY OF UKIAH
AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HILDEBRAND CONSULTING and THE CITY OF UKIAH

This Amendment No. 2, entered on May 20, 2024, revises the Agreement for Professional services dated March 23, 2023, between the City of Ukiah and Hildebrand Consulting, for professional consulting services relating to specialized financial analysis for water and wastewater utilities.

This Amendment No. 2 adds an additional 40 hours, revises the hourly fee to \$250 per hour, resulting in adding to the agreement a total of \$10,000. This revises the total, not-to-exceed amount to \$43,800.

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:

CONSULTANT

BY: 

DATE: May 21, 2024

PRINT NAME: Mark Hildebrand

CITY OF UKIAH

BY: 
SAGE SANGIACOMO, CITY MANAGER

DATE: 5/28/24

ATTEST

BY: 
KRISTINE LAWLER, CITY CLERK

DATE: 5/28/24



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Identifying the Proposed Project List for SB1: Road Repair and Accountability Act for Fiscal Year 2024/2025.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works

ATTACHMENTS:

1. 2024-2025 Estimate Revenue
2. 24-25 Resolution rev 6-19-24

Summary: City Council will consider adopting a resolution to identify the proposed project list for the 2024/2025 SB1: Road Repair and Accountability Act.

Background: With the adoption of Senate Bill 1 - The Road and Repair and Accountability Act (SB1) - into law, local agencies are required to submit a list of projects using the estimated funding amount identified as the Road Maintenance Rehabilitation Account (RMRA). The City of Ukiah's estimated RMRA funding amount is \$430,036.00, which can be found in Attachment 1.

Discussion: As a condition of receiving RMRA funding, agencies are required to select a project or projects through a City resolution (Attachment 2), which Council is being asked to adopt, and submit a copy of the resolution to CalTrans. The first of the two proposed projects is the continued construction of the Urban Core Rehabilitation Project. RMRA funds would be used towards street reconstruction, multimodal improvements and ADA/pedestrian enhancements. The second project would be the Rail Trail Phase - 4 funds, which would be used in part to install traffic crossings (Commerce and Norgard), trail paving and other bike/pedestrian features.

Recommended Action: Adopt resolution identifying the proposed project list for SB1: Road Repair and Accountability Act for Fiscal Year 2024/2025.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Road Maintenance and Rehabilitation Account

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Director of Public Works

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **2b** – Encourage active transportation as a viable alternative to automobiles.

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element, GP-A3 - Mobility Element

Approved: 
Sage Sangiacomo, City Manager

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide
Estimated May 2024

	2023-24		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
MADERA COUNTY			
CHOWCHILLA	514,426	468,016	982,443
MADERA	1,733,169	1,592,866	3,326,036
County of Madera	6,908,817	7,366,888	14,275,705
Total Cities & County: Madera	9,156,412	9,427,771	18,584,183
MARIN COUNTY			
BELVEDERE	64,871	51,498	116,368
CORTE MADERA	291,467	247,301	538,768
FAIRFAX	217,985	184,111	402,097
LARKSPUR	371,517	317,089	688,606
MILL VALLEY	400,705	342,534	743,239
NOVATO	1,490,875	1,289,022	2,779,897
ROSS	70,769	56,640	127,410
SAN ANSELMO	363,281	309,909	673,190
SAN RAFAEL	1,723,541	1,491,860	3,215,401
SAUSALITO	204,741	172,565	377,306
TIBURON	260,751	221,395	482,146
County of Marin	6,352,414	5,408,538	11,760,952
Total Cities & County: Marin	11,812,919	10,092,462	21,905,381
MARIPOSA COUNTY			
County of Mariposa	2,053,442	2,221,488	4,274,930
MENDOCINO COUNTY			
FORT BRAGG	203,551	171,328	374,879
POINT ARENA	18,614	11,158	29,772
UKIAH	471,332	402,765	874,096
WILLITS	143,607	120,000	263,607
County of Mendocino	4,915,221	5,121,219	10,036,440
Total Cities & County: Mendocino	5,752,325	5,826,470	11,578,795
MERCED COUNTY			
ATWATER	859,413	770,187	1,629,600
DOS PALOS	161,657	140,546	302,203
GUSTINE	169,247	147,435	316,682
LIVINGSTON	388,849	345,833	734,682
LOS BANOS	1,276,249	1,148,501	2,424,750
MERCED	2,420,842	2,185,952	4,606,794
County of Merced	9,605,068	9,869,238	19,474,306
Total Cities & County: Merced	14,881,326	14,607,692	29,489,018

2024-25		
Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
523,101	499,706	1,022,807
1,762,693	1,700,720	3,463,413
7,011,841	7,871,305	14,883,146
9,297,634	10,071,731	19,369,365
65,891	54,985	120,875
296,365	264,046	560,411
221,631	196,578	418,209
377,797	338,559	716,356
407,488	365,728	773,216
1,516,403	1,376,302	2,892,705
71,891	60,475	132,367
369,419	330,893	700,311
1,753,086	1,592,874	3,345,960
208,158	184,249	392,408
265,135	236,385	501,521
6,453,813	5,778,865	12,232,678
12,007,077	10,779,939	22,787,016
2,075,202	2,373,595	4,448,797
206,949	182,929	389,877
18,835	11,914	30,749
479,318	430,036	909,354
145,986	128,125	274,111
4,988,423	5,471,874	10,460,297
5,839,512	6,224,878	12,064,389
874,003	822,337	1,696,340
164,319	150,062	314,381
172,040	157,417	329,458
395,400	369,250	764,650
1,298,006	1,226,266	2,524,272
2,462,251	2,333,964	4,796,215
9,750,843	10,544,994	20,295,837
15,116,863	15,604,290	30,721,153

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$430,036 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and roads, add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "fair" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices and increasing the viability of multimodal transportation options within the City.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Ukiah, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: Rail Trail – Phase 4

Project Description: Bike and pedestrian trail.

Project Location: Commerce Drive to Plant Road.

Estimated Project Schedule: Start (07/24)– Completion (12/24) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 20 years.

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: Urban Core Rehabilitation and Transportation Improvement Project

Project Description: Street reconstruction, complete streets infrastructure and multimodal transportation improvements.

Project Location: Main Street, Gobbi Street and Perkins Street.

Estimated Project Schedule: Start (04/24)– Completion (06/25) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 20 years.

PASSED AND ADOPTED this 19th day of June 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08, and Approve Final Payment of the 5% Retention to ARB, Inc.

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti, Administrative Secretary

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. ARB Inc. Contract 2324-084 - Ukiah Electric Fire Mitigation UG Proj
2. ASR and Attachs CO No. 4
3. Notice of Completion-ARB

Summary: Council will consider approving the Notice of Completion for the Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08, and approve final payment of the 5% Retention to ARB, Inc.

Background: On February 11, 2022, the California Office of Emergency Services (CalOES) approved Hazard Mitigation Grant Program (HMGP) funds for the City of Ukiah in the amount of \$3,613,567. The fundamental mitigation goal of the grant is to reduce the impact of wildland fire on Ukiah's critical electric power infrastructure through the implementation of hazardous fuel reduction activities and undergrounding vulnerable overhead lines. The HMGP grant covers 75% of the total project cost and the Electric Utility covers the remaining 25% of the project cost.

On June 21, 2023, the City Council adopted the plans and specifications for the Ukiah Electric Utility Fire Mitigation Undergrounding Project. The project consisted of boring, trenching, backfilling, compacting, and installing underground conduits for 12 kV primary conductor in three areas on the western side of the city of Ukiah. On August 2, 2023, the Ukiah City Council awarded a contract to ARB Inc. (Attachment 1) in the amount of \$1,958,740.78.

Discussion: The contracted work was completed by the contractor in conformance with the approved plans and specifications on June 6, 2024. The original contract amount, based on estimated quantities, was \$1,958,740.78. On October 18, 2023, Council approved a Change Order No. 4 (Attachment 2) to underground the primary conductor on Clay and Jones Streets in the amount of \$1,568,627.45. The Electric Utility was unsuccessful in obtaining easements from property owners on Jones Street and the change order was executed only for Clay Street in the amount of \$1,051,294.04. Actual quantities and change orders resulted in a revised total contract amount of \$3,541,048.98. The 5% retention payment will be made to the contractor after 35 days from the date of the Notice of Completion (Attachment 3) is filed with the County Recorder.

Recommended Action: Approve Notice of Completion for the Electric Utility Fire Mitigation Undergrounding Project, Specification No. 23-08; Approve Final Payment of the 5% Retention to ARB, Inc.; and direct the City Clerk to file the Notice of Completion with the County Recorder.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80230.18260; \$4,750,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2022 Electric Revenue Bonds with 75% being reimbursed through the Hazard Mitigation Grant Program.

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2324-084

COORDINATED WITH: Cindy Sauers, Electric Utility Director

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emissions by preventing fires.

GENERAL PLAN ELEMENTS (GP):GP-A4 - Public Facilities, Services, and Infrastructure Element, GP-A6 - Safety Element.

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT

Specification No. 23-08

THIS AGREEMENT, made this 3rd day of August, 2023 by and between the City of Ukiah,
Mendocino County, California, hereinafter called the City and ARB, Inc. hereinafter called the
Contractor,

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within ONE HUNDRED AND EIGHTY (180) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

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

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has

violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

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

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

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

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

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this 29th day of August, 2023.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: [Signature]
CITY MANAGER, CITY OF UKIAH

Attest: [Signature]
CITY CLERK, CITY OF UKIAH

By: ARB INC.
CONTRACTOR

Attest: [Signature]

Title: SVP

The foregoing contract is approved as to form and legality this 28th day of August, 2023

[Signature]
CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on August 3rd, 2023, by and between the City of Ukiah (Ukiah) and ARB, Inc. (Contractor).

Contractor is performing work as per Spec. No. 23-08 Ukiah Electric Utility Fire Mitigation Undergrounding Project for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: 

TITLE: SVP

CITY OF UKIAH
Mendocino County, California

BOND No. FIC: K41755167
CIC: 30179443

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to ARB, Inc., (hereinafter referred to as the "Contractor") an agreement for Contract No. SPECIFICATION NO. 23-08 (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, ARB, Inc., the undersigned Contractor and Federal Insurance Company AND The Continental Insurance Company, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of One Million Nine Hundred Fifty Eight Thousand Seven Hundred Forty and 78/100 Dollars (\$ 1,958,740.78), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work

progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
~~2022~~ 2023.

(Corporate Seal)

ARB, Inc.
Contractor/Principal

By Mark Borges

Title Sr. VP

(Corporate Seal)

Federal Insurance Company AND
The Continental Insurance Company
Surety

By Heather Noles

Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title Heather Noles, Attorney-in-Fact
CA License #4183874

The rate of premium on this bond is \$5.20 per thousand. The total amount of premium charges is
\$ 10,185.45.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Federal Insurance Company:
Eastern Claim Service Center
600 Independence Parkway, Chesapeake, VA 23320
Attn: Surety Support
The Continental Insurance Company:
CNA Surety
151 North Franklin Street, 17th Floor, Chicago, IL 60606

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

Federal Insurance Company AND
The Continental Insurance Company:

Amanda Garcia C/O C T Corporation System

330 N Brand Blvd Ste 700, Glendale, CA 91203

(Telephone number of Surety and Agent
or Representative for service of process in California)

213-337-4615

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

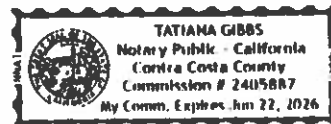
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tatiana Gibbs (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

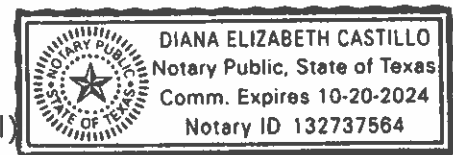
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Diana Castillo

(Seal)



Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. FIC: K41755167
CIC: 30179443

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to ARB, Inc. ("Contractor/Principal") a contract (City Agreement No. SPECIFICATION NO. 23-08, dated _____, referred to as the "Agreement") for the work described as UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we ARB, Inc., the undersigned Contractor/Principal, and Federal Insurance Company AND The Continental Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of FIC: Indiana / CIC: Pennsylvania, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$One Million Nine Hundred Fifty Eight Thousand Seven Hundred Forty and 78/100 Dollars (\$ 1,958,740 78), for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

*****Federal Insurance Company:
Attn: Surety Support C/O Eastern Claim Service Center
600 Independence Parkway,
Chesapeake, VA 23320
Phone: 800-252-4670
Fax: 800-664-5358
Email: ecsc.claims@chubb.com

*****The Continental Insurance Company:
Attn: CNA Surety
151 North Franklin Street, 17th Floor,
Chicago, IL 60606
Phone: 312-822-5000
Fax: 312-894-2676
Email: claims@cnaSurety.com

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

ARB, Inc. _____ (SEAL)
Contractor/Principal

By _____
Contractor's Representative *Mark Hayes - Sr VP*

Contractor/Principal's Address
21000 Commonwealth

Lake Forest, CA 92630
City, State, Zip

Federal Insurance Company AND
The Continental Insurance Company _____ (SEAL)
Surety
By _____
Surety's Representative *Heather Noles, Attorney-in-Fact*
CA License #4183874

FIC: 202B Hall's Mill Road
CIC: 151 N. Franklin Street
Surety's Address

FIC: Whitehouse Station, NJ 08889
CIC: Chicago, IL 60606
City, State, Zip

FIC: (215) 640-1000
CIC: (312) 822-5000
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

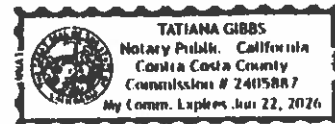
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Tatiana Gibbs* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

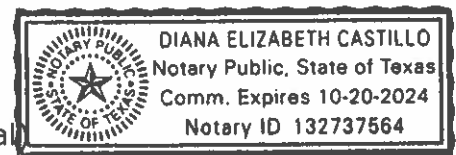
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature *Diana Castillo*

(Seal)



Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of .



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ARB, Inc.
_____, as **PRINCIPAL**
and Federal Insurance Company AND The Continental Insurance Company
_____, as **SURETY,**

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

Ninety Seven Thousand Nine Hundred Thirty Seven and 04/100 Dollars
_____, (\$ \$97,937.04),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

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

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT - Specification No. 23-08

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

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

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

ARB, Inc. _____ (Seal)

BY: Mark Birges - SRVP _____ (Seal)

_____, _____ (Seal)

Principal

Federal Insurance Company AND The Continental Insurance Company _____ (Seal)

BY: [Signature] _____ (Seal)

Heather Noles, Attorney-in-Fact
CA License #4183874

(Seal)

Surety

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

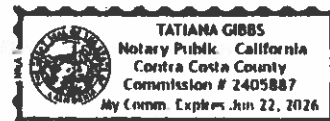
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tatiana Gibbs (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

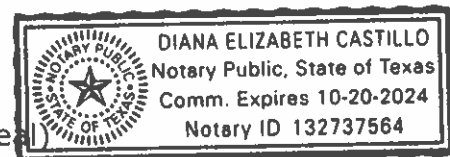
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature *Diana Castillo*

(Seal)



Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

MH 4/3/24: Please note due to the timing of this ASR and work the PM S.Bozzoli was doing, this actually became CO 5. Also, the amount of the CO was reduced after Council approval to \$1,051,294.04.

Agenda Item No: 8.d.

MEETING DATE/TIME: 10/18/2023

ITEM NO: 2023-3088



AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order #4 to Contract #2324-084 with ARB, Inc to Underground the Primary Electrical Conductor on Clay Street and Jones Street as Part of the Fire Mitigation Undergrounding Project.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Contract 2324-084 - ARB Inc
2. Clay and Jones Sts Dwgs
3. ARB Clay and Jones St Bid Sheet - Signed

Summary: Staff is requesting approval from the City Council for a change order to complete the undergrounding of the primary electrical conductor on Clay Street and Jones Street as part of the Wildfire Mitigation Undergrounding project, in the amount of \$1,568,627.45.

Background: In 2019, the Electric Utility sought grant funding for wildfire mitigation purposes in response to California Senate Bill 901, signed into law in 2018, requiring publicly-owned utilities to operate electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment." The Utility proposed a project that included an underground portion and a vegetation management portion. Cost estimates were developed and submitted as part of the grant application.

On February 11, 2022, The California Office of Emergency Services (CalOES) approved Hazard Mitigation Grant Program (HMGP) funds for the City of Ukiah in the amount of \$3,613,567. The goal of the grant is to reduce the impact of wildland fire on Ukiah's critical electric power infrastructure through the implementation of hazardous fuel reduction activities and the undergrounding of vulnerable overhead lines. The HMGP covers 75% of the total project cost and the Electric Utility will cover the remaining 25% using Series 2022 Electric Revenue Bonds.

When the original cost estimates were developed in 2019, construction and material costs were significantly lower. Prior to going out to bid in 2023, the Utility was facing up to 40% higher costs for materials and contract labor. As a result, it was estimated that only a portion of the undergrounding would be able to be funded.

On June 27, 2023, the City distributed the plans and specifications to the required bidders' exchanges, and sealed proposals were received and opened by the City Clerk on July 25, 2023. Bids were received from five contractors. On August 2, 2023, Council awarded the Electric Utility Fire Mitigation Undergrounding Project, in the amount of \$1,958,740.78, to ARB, Inc. Because the awarded bid was significantly lower than anticipated, it was determined that the remaining two areas, Clay Street and Jones Street, could be completed.

Discussion: General locations were provided to CalOES as part of the original grant application and included Clay Street, between Pine St. and Mary Lane as well as Jones Street, between Oak St. and McPeak. Following execution of the contract (Attachment #1), Staff solicited a quote from ARB, Inc for the remaining two areas of undergrounding. See Attachment #2 for project drawings. ARB, Inc. submitted a quote and agreed that the remaining areas could be completed for the same line item costs as bid for the original (see Attachment #3). Three change orders have been executed with ARB, two resulting from the

need to move equipment locations due to easement issues, and one to allow them to solicit location services for sewer and water laterals which are not identified by the City.

Staff is requesting approval of Change Order #4 to Contract 2324-084 with ARB, Inc. to underground the primary conductor on Clay Street and Jones Street as part of the Wildfire Mitigation Underground Project for the amount of \$1,568,627.45.

Recommended Action: Approve Change Order #4 to Contract 2324-084 with ARB, Inc to underground the primary conductor on Clay Street and Jones Street as part of the Wildfire Mitigation Underground Project in the amount of \$1,568,627.45.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 80126100.80230.18260; \$4,750,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2022 Electric Revenue Bonds with 75% being reimbursed through the Hazard Mitigation Grant Program

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #2324-084

COORDINATED WITH: Sage Sangiacomo, City Manager; Mary Horger, Financial Services Manager; Jim Robbins, Grants Manager

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emissions by preventing fires.

GENERAL PLAN ELEMENTS (GP):GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager

COU 2324-084

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT

Specification No. 23-08

THIS AGREEMENT, made this 3rd day of August, 2023 by and between the City of Ukiah,
Mendocino County, California, hereinafter called the City and ARB, Inc. hereinafter called the
Contractor,

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within ONE HUNDRED AND EIGHTY (180) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

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

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has

violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

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

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

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

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

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this 29th day of August, 2023.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: [Signature]
CITY MANAGER, CITY OF UKIAH

Attest: [Signature]
CITY CLERK, CITY OF UKIAH

By: ARB INC.
CONTRACTOR

Attest: [Signature]

Title: SVP

The foregoing contract is approved as to form and legality this 28th day of August, 2023

[Signature]
CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on August 3rd, 2023, by and between the City of Ukiah (Ukiah) and ARB, Inc. (Contractor).

Contractor is performing work as per Spec. No. 23-08 Ukiah Electric Utility Fire Mitigation Undergrounding Project for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: *MAH*

TITLE: *SVO*

CITY OF UKIAH
Mendocino County, California

BOND No. FIC: K41755167
CIC: 30179443

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to ARB, Inc., (hereinafter referred to as the "Contractor") an agreement for Contract No. SPECIFICATION NO. 23-08 (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, ARB, Inc., the undersigned Contractor and Federal Insurance Company AND The Continental Insurance Company, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of One Million Nine Hundred Fifty Eight Thousand Seven Hundred Forty and 78/100 Dollars (\$ 1,958,740.78), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work

progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
~~2022~~ 2023.

(Corporate Seal)

ARB, Inc.
Contractor/Principal

By Mark Borges

Title Sr. VP

(Corporate Seal)

Federal Insurance Company AND
The Continental Insurance Company
Surety

By Heather Noles
Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title Heather Noles, Attorney-in-Fact
CA License #4183874

The rate of premium on this bond is \$5.20 per thousand. The total amount of premium charges is
\$ 10,185.45.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Federal Insurance Company:
Eastern Claim Service Center
600 Independence Parkway, Chesapeake, VA 23320
Attn: Surety Support
The Continental Insurance Company:
CNA Surety
151 North Franklin Street, 17th Floor, Chicago, IL 60606

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

Federal Insurance Company AND
The Continental Insurance Company:

Amanda Garcia C/O C T Corporation System

330 N Brand Blvd Ste 700, Glendale, CA 91203

(Telephone number of Surety and Agent
or Representative for service of process in California)

213-337-4615

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

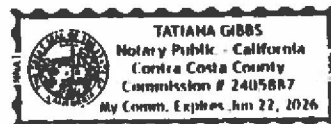
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tatiana Gibbs (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

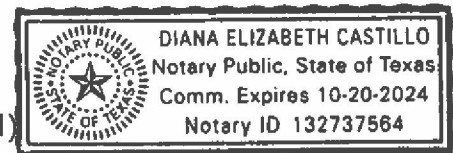
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Diana Castillo

(Seal)



Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. FIC: K41755167
CIC: 30179443

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to ARB, Inc. ("Contractor/Principal") a contract (City Agreement No. SPECIFICATION NO. 23-08, dated , referred to as the "Agreement") for the work described as UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we ARB, Inc., the undersigned Contractor/Principal, and Federal Insurance Company AND The Continental Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Indiana / CIC: Pennsylvania, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$One Million Nine Hundred Fifty Eight Thousand Seven Hundred Forty and 78/100 Dollars (\$ 1,958,740.78), for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____ *****

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

*****Federal Insurance Company:
Attn: Surety Support C/O Eastern Claim Service Center
600 Independence Parkway,
Chesapeake, VA 23320
Phone: 800-252-4670
Fax: 800-664-5358
Email: ecsc.claims@chubb.com

*****The Continental Insurance Company:
Attn: CNA Surety
151 North Franklin Street, 17th Floor,
Chicago, IL 60606
Phone: 312-822-5000
Fax: 312-894-2676
Email: claims@cnaSurety.com

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

ARB, Inc. _____ (SEAL)
Contractor/Principal

By _____
Contractor's Representative *Mark Hargis - Sr VP*

_____ *21000 Commonwealth*
Contractor/Principal's Address

_____ *Lake Forest, CA 92630*
City, State, Zip

Federal Insurance Company AND
The Continental Insurance Company _____ (SEAL)
Surety

By _____
Surety's Representative *Heather Noles, Attorney-in-Fact*
CA License #4183874

FIC: 202B Hall's Mill Road
CIC: 151 N. Franklin Street
Surety's Address

FIC: Whitehouse Station, NJ 08889
CIC: Chicago, IL 60606
City, State, Zip

FIC: (215) 640-1000
CIC: (312) 822-5000
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

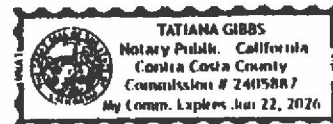
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Tatiana Gibbs* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

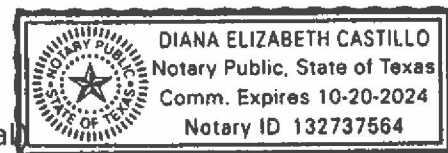
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature *Diana Castillo*

(Seal)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ARB, Inc.
_____, as **PRINCIPAL**
and Federal Insurance Company AND The Continental Insurance Company
_____, as **SURETY,**

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

Ninety Seven Thousand Nine Hundred Thirty Seven and 04/100 Dollars
_____, (\$ \$97,937.04),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

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

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for UKIAH ELECTRIC UTILITY FIRE MITIGATION UNDERGROUNDING PROJECT - Specification No. 23-08

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

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

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

ARB, Inc. _____ (Seal)

BY: Mark Birges - SRVP _____ (Seal)

_____, (Seal)

Principal

Federal Insurance Company AND The Continental Insurance Company _____ (Seal)

BY: [Signature] _____ (Seal)

Heather Noles, Attorney-in-Fact
CA License #4183874

(Seal)

Surety

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

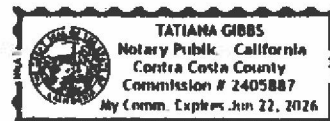
On August 14, 2023 before me, Tatiana Gibbs, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tatiana Gibbs (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

State of TEXAS

County of HARRIS

On August 8, 2023 before me, Diana Elizabeth Castillo, Notary Public

personally appeared, Heather Noles, Attorney-in-Fact

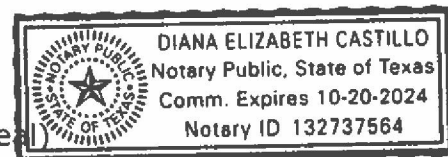
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature *Diana Castillo*

(Seal)



Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of October, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th day of October, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2022.



The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of November, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”). Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

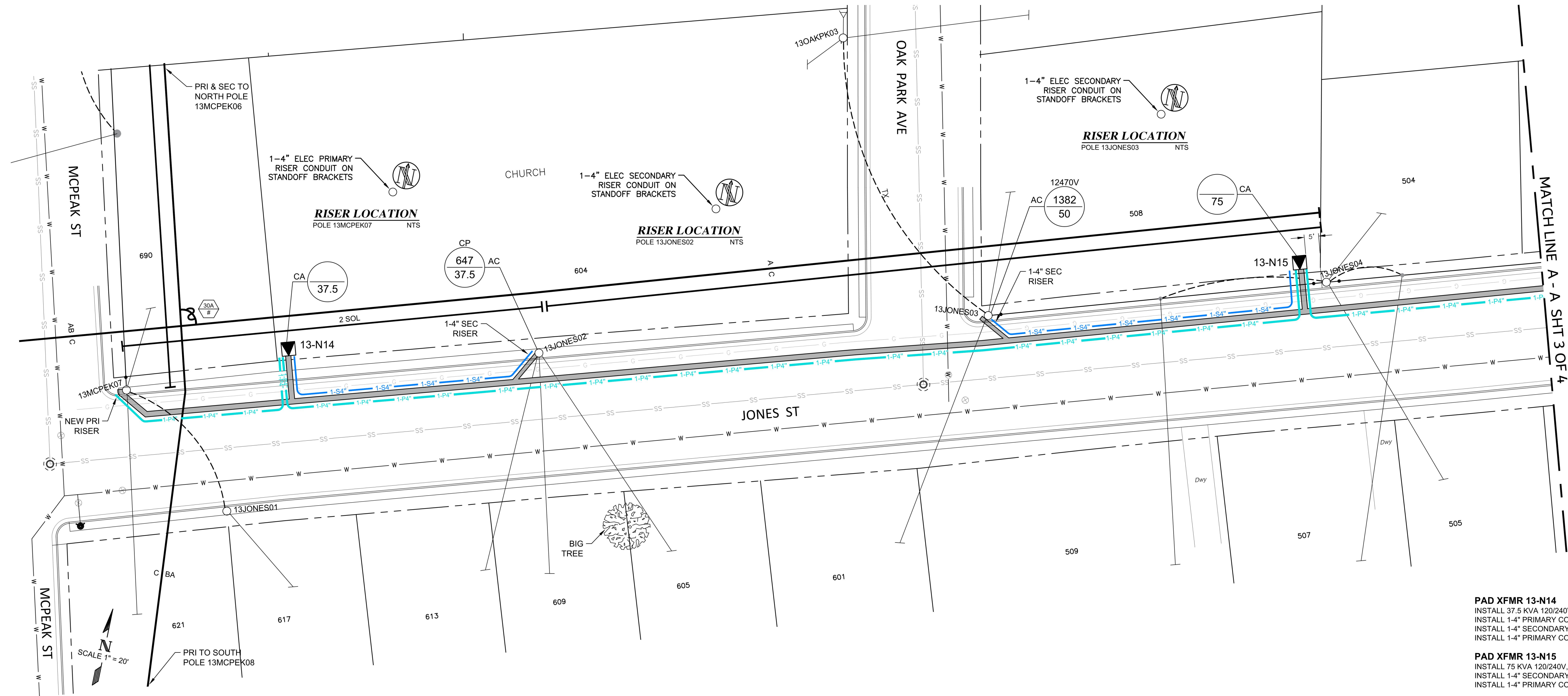
1. All trenching, backfill and compaction per City Specifications. Construction work shall be done according to applicable rules and regulations.
2. Clean sand shall be used to backfill to a minimum of 3 in. above conduit(s) when a single layer of conduit is placed. Slurry cement per Caltrans Specification 19.3.02E shall be used when more than one conduit layer is present or conduits are placed in spacers.
3. All conduit, see Conduit Table A. Including all stubs for future.
4. Remove and replace existing asphalt concrete and sidewalk as required to install conduits and related equipment.
5. Prove and install pull line (Mule Tape - 2500 lbs., 3/4" polyester) in all conduit.
6. Exact grade and location for all equipment:
 - a. Padmount transformer box pad (installation only) Specification 922 5402 & 317 2425 (4)
 - b. Primary Pedestal enclosure box pad (installation only) Specification # 922 5405 & 317 2431
 - c. Grounding per Electrical Construction Standard 314 1007 at each primary vault, primary junction box and grounding per Electrical Construction Standard 314 1008 at each transformer pad, primary pedestal enclosure, primary riser and each location otherwise noted on plans.
 - d. Secondary electric boxes (installation only)
 - e. Bumper posts per City of Ukiah Specification 326 1503.
 - f. Retaining wall per City of Ukiah Specification 311 3025

8. Conductor, terminations, equipment and labor necessary to convert the existing overhead system to an underground system.
9. Answer questions regarding the drawing, specifications and locations of all electrical substructures.
10. Inspection of all electrical substructures prior to backfill.
11. Padmount transformer box pad(s) (material only).
12. Primary pedestal enclosure box pad(s) (material only).
13. Secondary services boxes (material only).

The diagram illustrates the joint trench location detail. It shows a cross-section of a trench with a sloped side labeled "VARIES" between the "BOW" (Back of Wall) and "FOC" (Face of Concrete). The trench is filled with aggregate material. A 5-foot dimension is shown for the horizontal distance from the FOC to the start of the trench. The trench is labeled "PROPERTY SIDE" and "STREET SIDE". The trench depth is indicated as "30 inches" and "as required". The trench is labeled "CATV" and "ATT" (Antenna). The trench is labeled "E" (Earth). The trench is labeled "JOINT TRENCH LOCATION DETAIL" and "JONES ST" and "NTS" (Not To Scale).

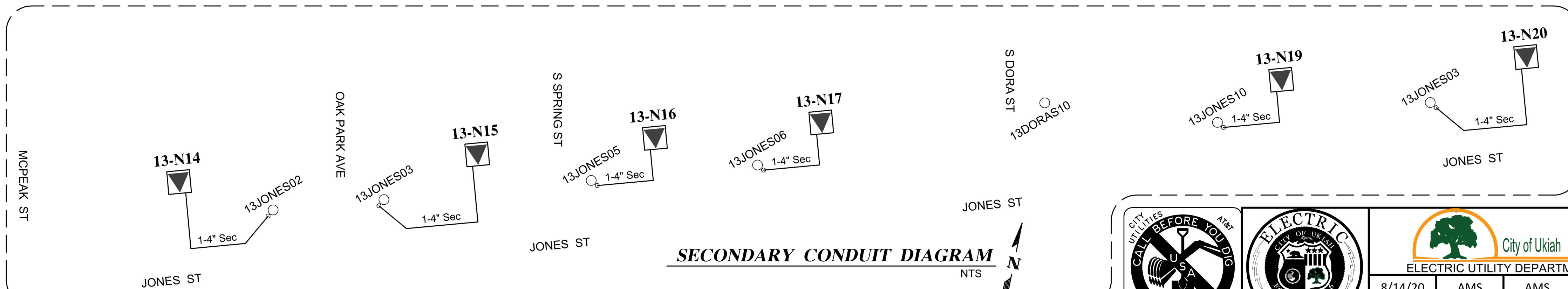
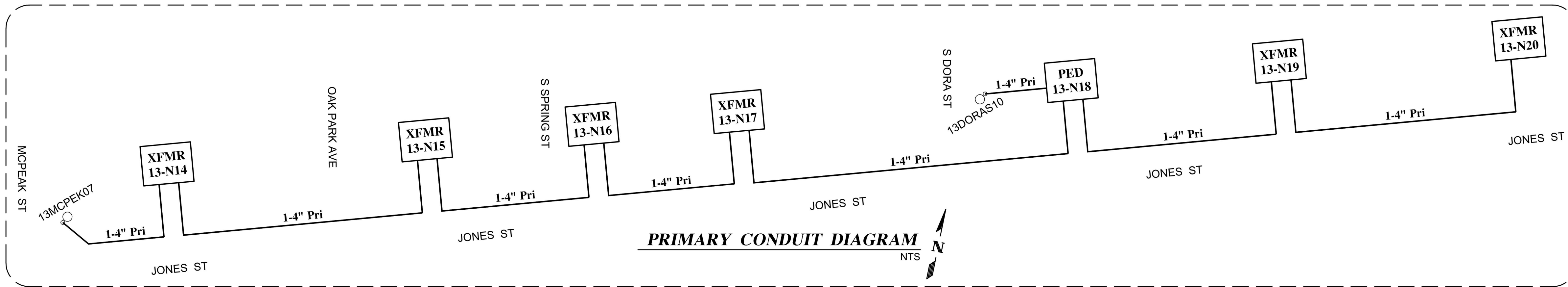
1. Conducts shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEUD.
2. Risers locations to be schedule 80 elbows and conduit. Conduit shall be stubbed 6" above ground level and mounted per spec 311 2007
3. Conduit shall be installed by horizontal directional drilling (boring). Conduit shall be equipped with SILICORE® inner lining or approved equivalent system for ease of installing conductor. Conduit shall be continuous - couplings or joints are not permitted except couplings may be used immediately adjacent to streetlight foundations, junction boxes and/or power sources for connection of a schedule 40 elbow to the HDPE conduit. Couplings shall be of the compression type.





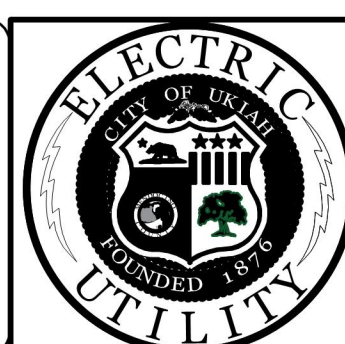
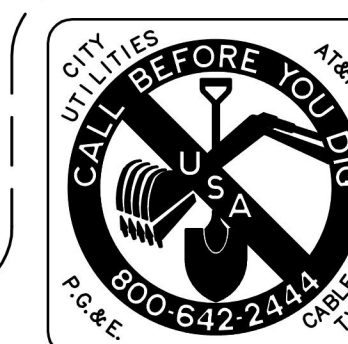
PAD XFMR 13-N14
INSTALL 37.5 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 13MCPEK07.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES02.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N15.

PAD XFMR 13-N15
INSTALL 75 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES03.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N16 (SHEET 3 OF 4).



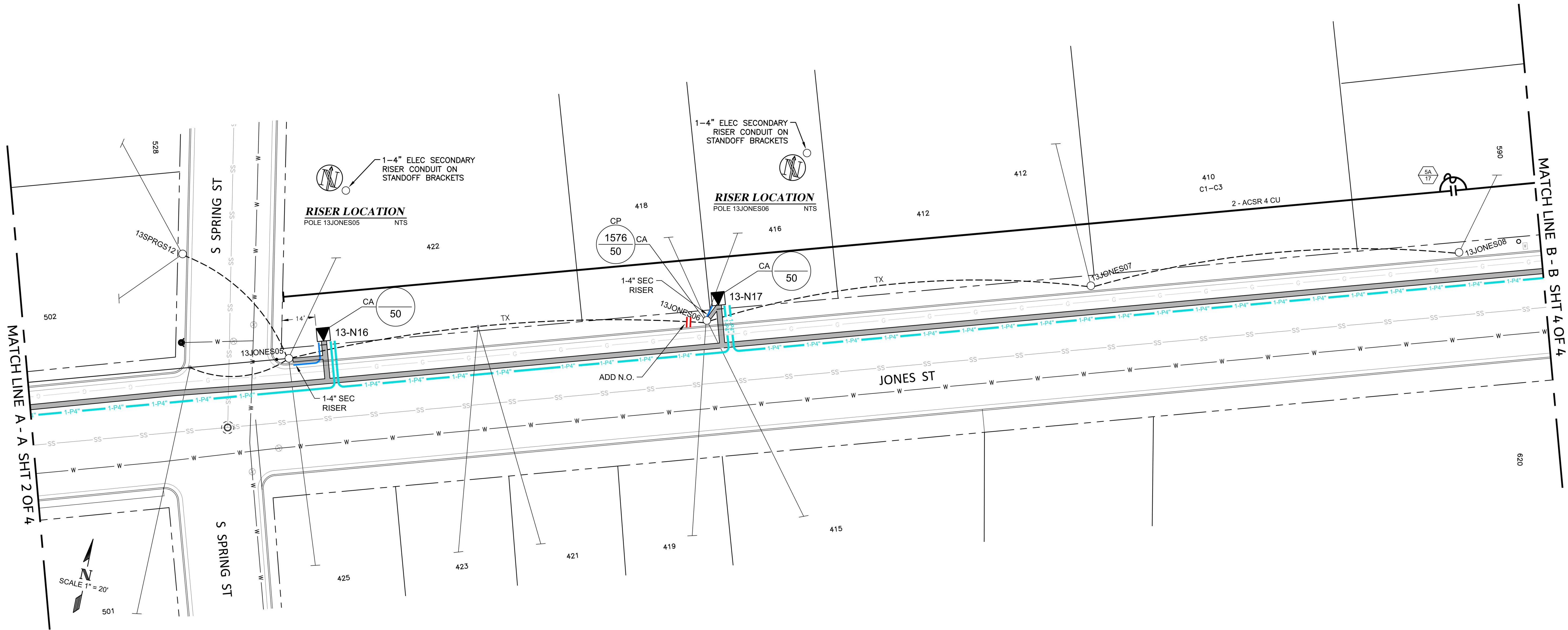
- LEGEND:**
- PADMOUNT TRANSFORMER (SIZE AS NOTED)
 - EXISTING PADMOUNT TRANSFORMER
 - PRIMARY PULL BOX
 - PRIMARY
 - PRIMARY VAULT
 - SWITCH
 - SECONDARY SERVICE JUNCTION BOX
 - SERVICE PEDESTAL (S-PED-1)
 - ALL EXISTING EQUIPMENT NOTED AS (E)
 - EXISTING UNDERGROUND PRIMARY
 - EXISTING UNDERGROUND SECONDARY
 - EXISTING UNDERGROUND SERVICE
- WARNING**
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

EACH TRENCH LOCATION WILL BE DETERMINED AFTER ALL UNDERGROUND UTILITIES HAVE BEEN MARKED AND LOCATED



City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/14/20	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.						DATE	DSG. BY	BY	CKD	APPD
REVISIONS										
TITLE:						W.O. -				
UNDERGROUND PROJECT						GRID 13				
JONES ST - MCPEAK TO OAK						SCALE 1" = 20'				
						DWG. No. -				
						SHEET 2 of 4				

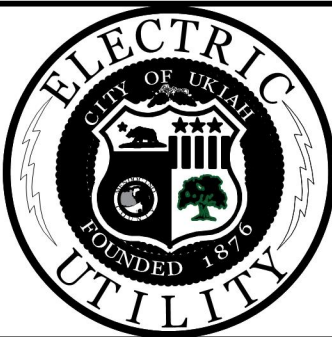


PAD XFMR 13-N16
INSTALL 50 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES05.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N17.

PAD XFMR 13-N17
INSTALL 50 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES06.
INSTALL 1-4" PRIMARY CONDUIT TO PED 13-N18 (SHEET 4 OF 4).

EACH TRENCH LOCATION WILL
BE DETERMINED AFTER ALL
UNDERGROUND UTILITIES HAVE
BEEN MARKED AND LOCATED

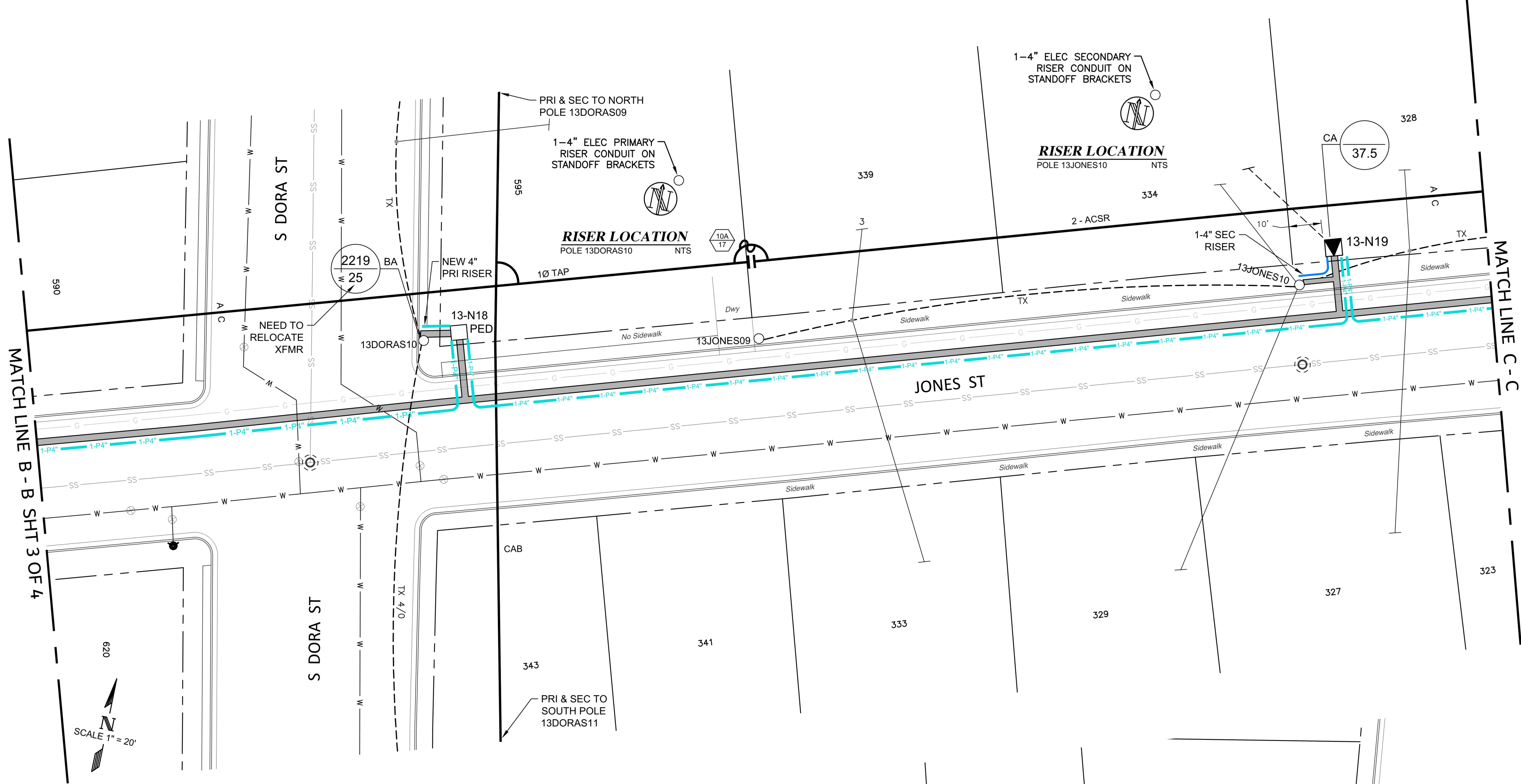
0 1/2" 1"
0' 10' 20'
WARNING
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE.



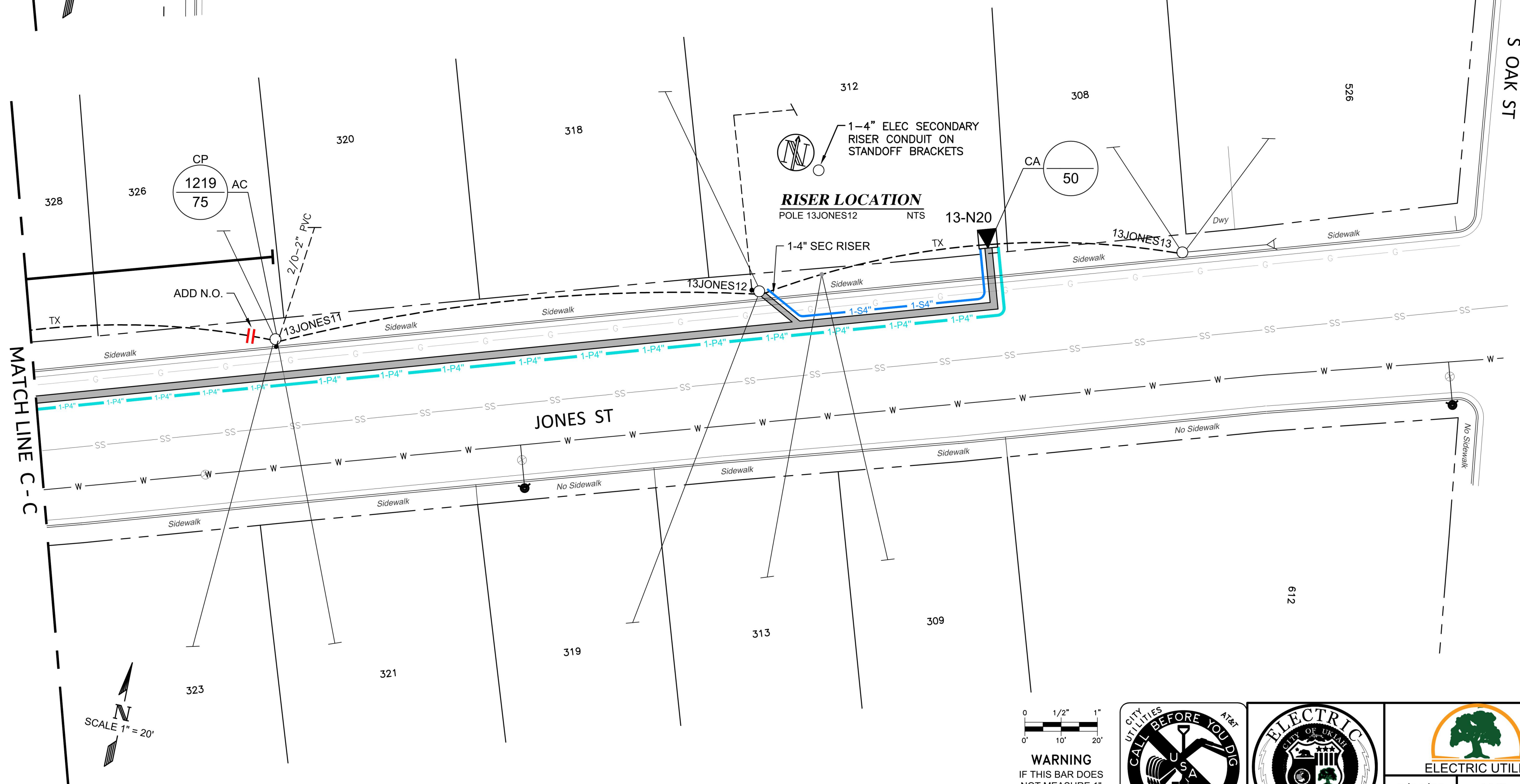
City of Ukiah ELECTRIC UTILITY DEPARTMENT			
8/14/20	AMS	AMS	
DATE	DESIGNED	DRAWN	CHECKED

APPROVED BY:

No.					
REVISIONS					
DATE					
DSG. BY					
BY					
CKD					
APPD					
TITLE:					
UNDERGROUND PROJECT					
JONES ST - MCPEAK TO OAK					
W.O.					
GRID					
SCALE					
1" = 20'					
DWG. No.					
-					
SHEET					
3 of 4					

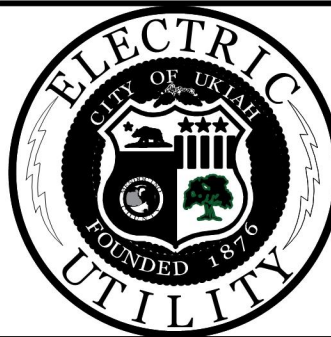


- PED 13-N18**
INSTALL 3-PHASE PED.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 13DORAS10.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N19.
- PAD XFMR 13-N19**
INSTALL 37.5 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES10.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N20.
- PAD XFMR 13-N20**
INSTALL 50 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13JONES12.



EACH TRENCH LOCATION WILL
BE DETERMINED AFTER ALL
UNDERGROUND UTILITIES HAVE
BEEN MARKED AND LOCATED

0 1/2" 1"
0' 10' 20'
WARNING
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE.



City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/14/20	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.						DATE	DSG. BY	BY	CKD	APPD
REVISIONS										
TITLE:						W.O. -				
UNDERGROUND PROJECT						GRID 13				
JONES ST - MCPEAK TO OAK						SCALE 1" = 20'				
						DWG. No. -				
						SHEET 4 of 4				

- UNDERGROUND PROJECT -

CLAY ST - MARY TO PINE

CONSTRUCTION RESPONSIBILITIES

A. CONTRACTOR TO FURNISH AND/OR INSTALL:

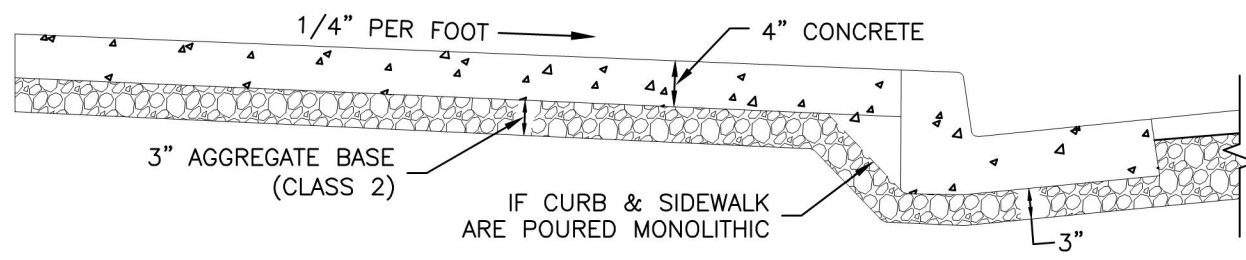
- All trenching, backfill and compaction per City Specifications. Construction work shall be done according to applicable rules and regulations.
- Clean sand shall be used to backfill to a minimum of 3 in. above conduit(s) when a single layer of conduit is placed. Slurry cement per Caltrans Specification 19.3.02E shall be used when more than one conduit layer is present or conduits are placed in spacers.
- All conduit, see Conduit Table A. Including all stubs for future.
- Remove and replace existing asphalt concrete and sidewalk as required to install conduits and related equipment.
- Prove and install pull line (Mule Tape - 2500 lbs., ¾" polyester) in all conduit.
- Exact grade and location for all equipment:
 - Padmount transformer box pad (installation only) Specification 922 5402 & 317 2425 (4)
 - Primary Pedestal enclosure box pad (installation only) Specification # 922 5405 & 317 2431
 - Grounding per Electrical Construction Standard 314 1007 at each primary vault, primary junction box and grounding per Electrical Construction Standard 314 1008 at each transformer pad, primary pedestal enclosure, primary riser and each location otherwise noted on plans.
 - Secondary electric boxes (installation only)
 - Bumper posts per City of Ukiah Specification 326 1503.
 - Retaining wall per City of Ukiah Specification 311 3025

B. CITY OF UKIAH TO SUPPLY THE FOLLOWING MATERIALS AND SERVICES:

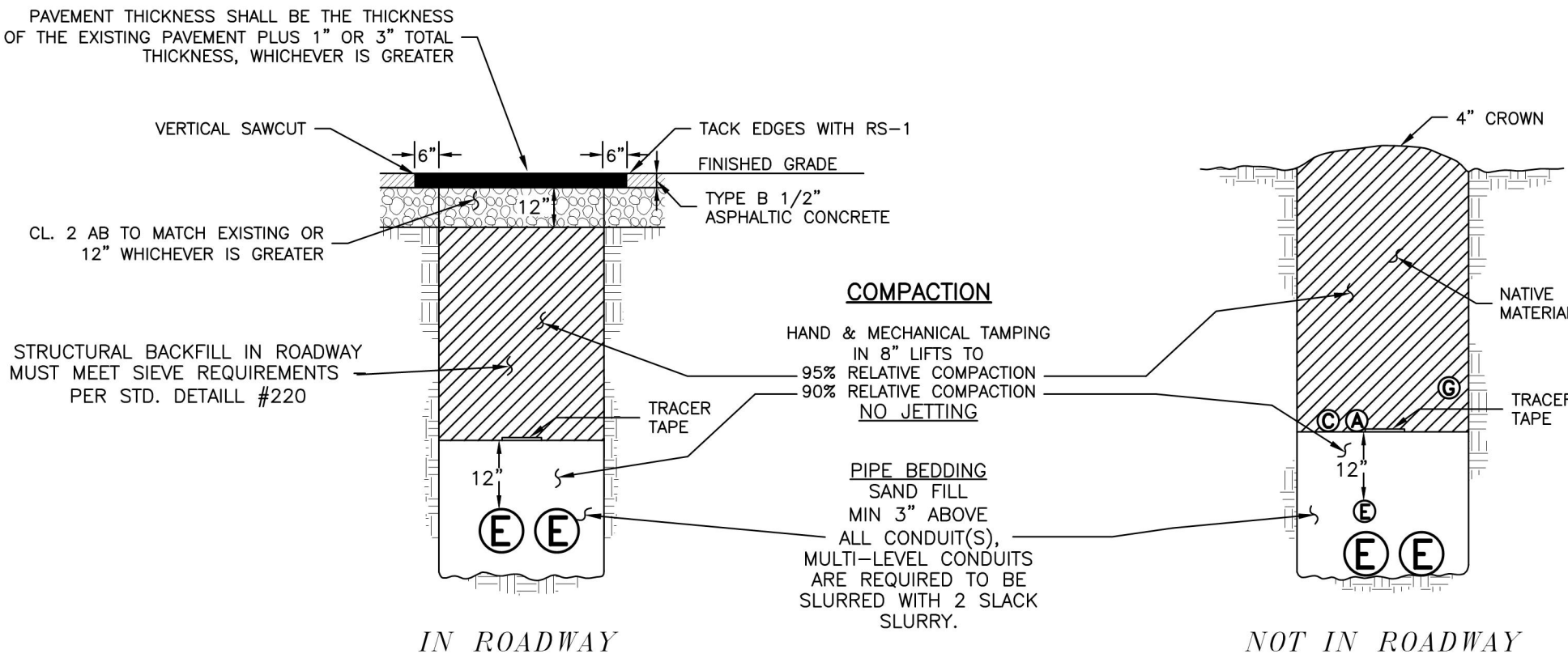
- Conductor, terminations, equipment and labor necessary to convert the existing overhead system to an underground system.
- Answer questions regarding the drawing, specifications and locations of all electrical substructures.
- Inspection of all electrical substructures prior to backfill.
- Padmount transformer box pad(s) (material only).
- Primary pedestal enclosure box pad(s) (material only).
- Secondary services boxes (material only).

CONSTRUCTION NOTES:

- Electrical substructures including conduit and grounding shall be inspected by the UEUD for proper installation prior to backfill of any excavation. You may call the UEUD at (707) 467-5775 to schedule inspection. The Contractor shall notify the UEUD 48 hours in advance of any inspection to be performed outside the normal workday (Monday through Thursday)
- Contractor to be responsible for condition of all substructures (for example, trench settlement, damaged substructures, etc.) until one year after the date of completion of project.
- Contractor shall do no excavating until all utility agencies have been given the opportunity to mark their facilities in the field.
- Contractor shall pothole all underground utilities locations to determine exact depth prior to trenching.
- All landscape shall be returned to its original condition, or better; including repairs of all water lines that were removed due to construction.
- All road closures must be approved by the City of Ukiah 72 hours in advance.
- Existing utilities are shown in approximate locations based on available records. Service laterals are not indicated. However it is the Contractor's responsibility to determine actual vertical and horizontal alignments of any and all utilities in the vicinity of the work area prior to any work being performed and shall adjust the depth of the new utilities to clear as directed by the Engineer. The City of Ukiah and the Engineer assume no responsibility for underground obstructions that may be encountered.
- Any damages to City or other utilities caused by project operations shall be the contractor's responsibility. Contractor must repair all disturbed or damaged conduit regardless if the conduit appears abandoned.
- Caution shall be exercised when digging within the dipline of any tree. Roots larger than 2 inches shall not be cut without permission from the Engineer. In the event that a tree root larger than 2 inches needs to be removed, the root pruning shall be performed by a City approved licensed arborist only. Contact the City Public Works Department for a list of approved arborists.
- Contractor shall protect and preserve City survey monuments. If not possible contractor shall coordinate 10 days in advance with City of Ukiah for referencing of existing monuments prior to work in the area. If monument(s) are disturbed contractor shall reconstruct per City Standards.
- Contractor shall notify all customers within the construction zone of proposed work schedule at the start of project.
- Contractor shall notify all customers 48 hours in advance of any construction or disruption of traffic flow impacting the property and any driveway closures.
- Contractor shall remove and replace sidewalk and concrete planter strips to the nearest transverse score mark on both sides as required by the Engineer for conduit installations.
- All trenches shall be backfilled and compacted per City Specifications.
- Trench depth and location may have to be adjusted in the field to avoid existing facilities.
- All conduit shall be proved with the appropriate size mandrel to match conduit size and must be acceptable to the UEUD. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder or harm the installation of electric cable.
- Mule Tape shall be installed in all conduits (electric, phone & cable). The open end of all conduits must be protected in a manner that prohibits dirt or debris from entering.
- Maximum deflection of a 20' section of conduit shall be 5" unless pre-made bends are used.
- Standard interlocking conduit spacers that provide a separation of 2" (min) between conduit shall be used, where specified. Spacers shall be spaced 5' apart (max.) or where conduit transitions are made. Provisions must be made ahead of time to keep conduit from floating during slurry pour.
- The ends of all stub conduits shall be securely capped. All trenching of electrical conduit shall have tracer tape installed above electrical conduit.
- The City of Ukiah Electric Utility Department will assist the contractor with the installation of all conduit into any energized equipment (vaults, pads or boxes). Customer service outage time should be held to a minimum and shall not exceed one working day. All outages shall be coordinated with the City of Ukiah Electric Department.



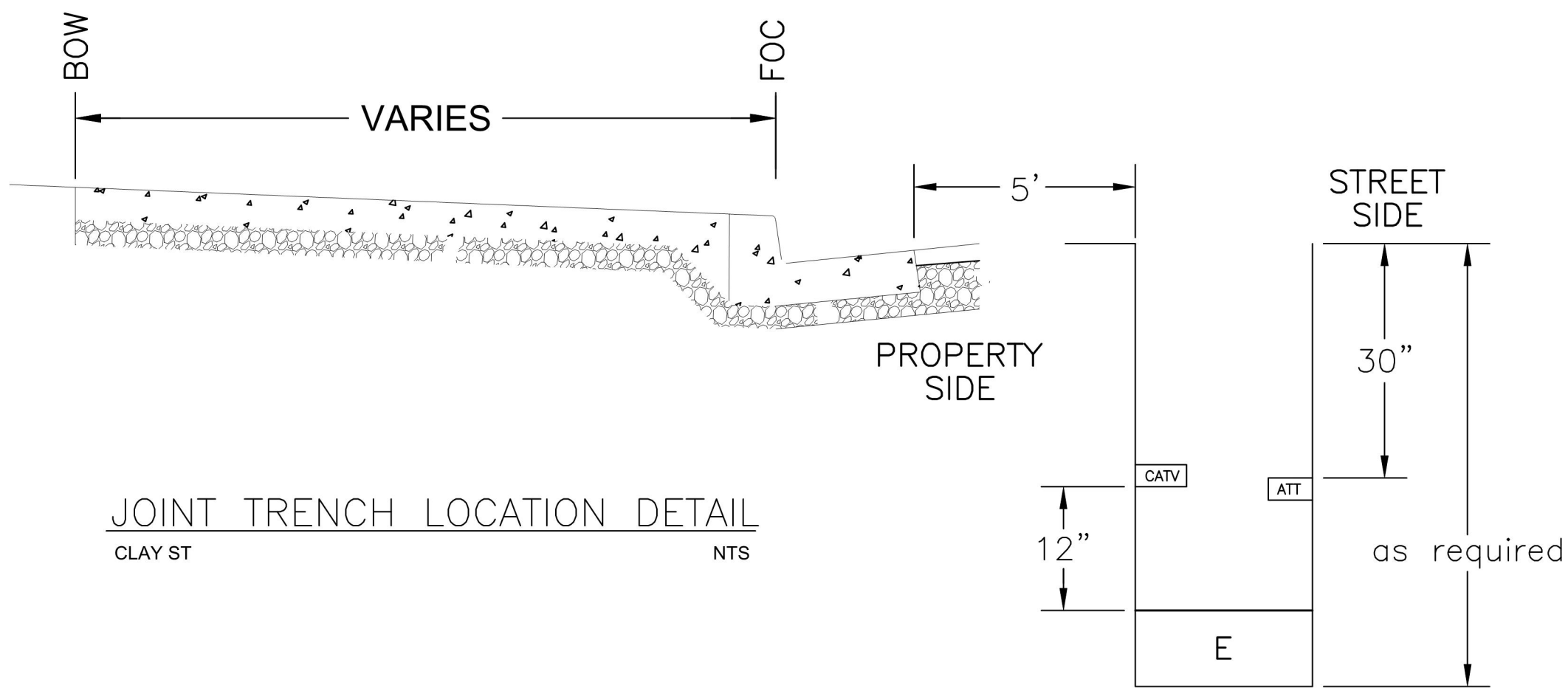
CURB & SIDEWALK SECTION



TRENCH DETAILS

TRENCH SPECIFICATION

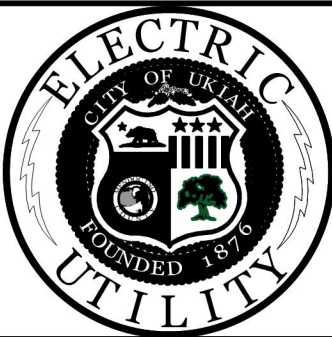
- CONFORM TO THESE SPECIFICATIONS AND REQUIREMENTS OF THE CITY ENGINEER.
- COMPACTION: CONFORM TO SECTION 19-5, "COMPACTION" OF CALTRANS STANDARD SPECIFICATIONS, THESE PLANS, AND REQUIREMENTS OF THE CITY ENGINEER. CONTRACTOR TO PROVIDE INDEPENDENT MATERIALS AND COMPACTION TESTING.
- AGGREGATE SUBBASE: CLASS 3. CONFORM TO SECTION 25, "AGGREGATE SUBBASES", OF CALTRANS STANDARD SPECIFICATIONS. SUBJECT TO CITY ENGINEER'S INSPECTION AND APPROVAL, REUSE EXISTING SURFACING AND AGGREGATE BASE. CRUSH A.C. PAVEMENT FOR REUSE AS REQUIRED. IF EXISTING MATERIAL IS INSUFFICIENT IN QUALITY OR QUANTITY USE CLASS 2 AGGREGATE SUBBASE.
- AGGREGATE BASE: CLASS 2, CONFORM TO SECTION 26, "AGGREGATE BASES", OF CALTRANS STANDARD SPECIFICATIONS.
- ASPHALT CONCRETE: TYPE B. CONFORM TO SECTION 39, "ASPHALT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- FOG SEAL COAT: CONFORM TO SECTION 37, "BITUMINOUS SEALS", OF CALTRANS STANDARD SPECIFICATIONS.
- CONCRETE: CLASS B. CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF CALTRANS STANDARD SPECIFICATIONS.
- TRAFFIC STRIPES: CONFORM TO SECTION 84, "TRAFFIC STRIPES AND PAVEMENT MARKINGS", OF CALTRANS STANDARD SPECIFICATIONS.
- ANY SIDEWALK REMOVAL AND REPLACEMENT SHALL BE DONE TO SCORE LINES.
- TRENCH WIDTH TO BE 24" IN THE STREET AND 12" FOR RESIDENTIAL SERVICE UNLESS OTHERWISE SPECIFIED. DEPTH TO VARY DEPENDING ON CONDUIT SIZE AND CLEARANCE.
- TWELVE INCHES OF SEPARATION MUST BE KEPT BETWEEN ELECTRIC AND ALL OTHER UTILITIES.



THE PLACEMENT OF BOXES/VAULTS AND CONDUITS AS SHOWN ON PLANS ARE FOR RECOMMENDED INSTALL ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE CORRECT LOCATION AND DEPTH WITH APPROPRIATE AGENCIES. NEITHER UTILITY DESIGN SERVICES LLC NOR THE DESIGNER ASSUME ANY RESPONSIBILITY FOR FINAL INSTALLATION.

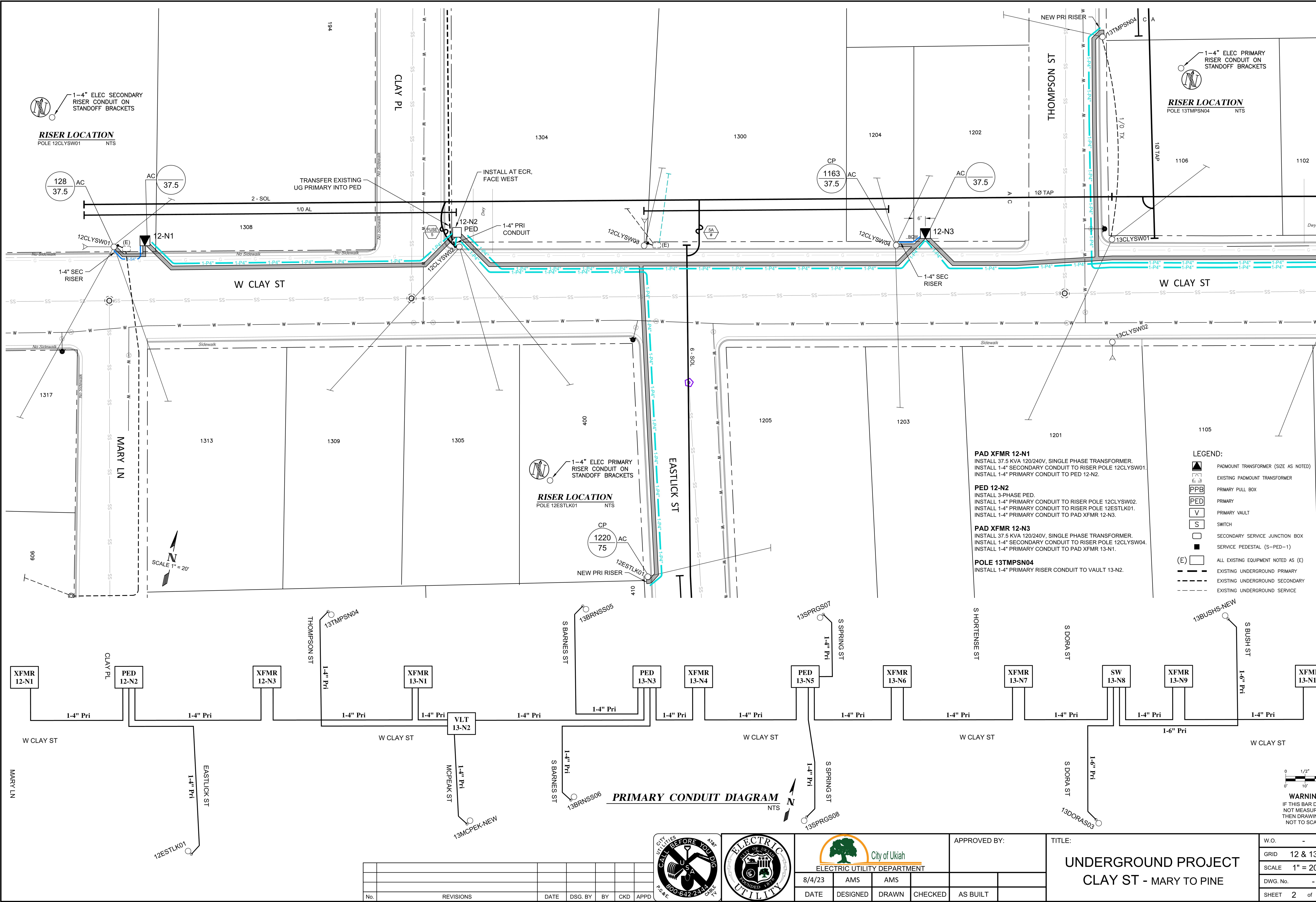
CONDUIT TABLE A				
	Size	Electric	Cable TV	Phone
Minimum Radius 90° Elbows	1"	18"	18"	-
	2"	24"	24"	60"
	3"	36"	24"	-
	4"	36"	-	60"
	6"	48"	-	-
Conduit Type	All	PVC 40 ²	PVC 40	PVC 40
Fittings Type	All	TC-3 Long Line Couplings		
Standards	All	NEMA TC-2 651 UL 514B	UL	
Color	All	Gray	White	Gray or White
Marking	All		"CATV" Every 5'	
Conduit Type	1"	HDPE Smoothwall Sch 40	N/A	N/A
Standards	All	NEMA TC 7 ANSI D1248	N/A	N/A
Color	All	Gray	N/A	N/A

- Conduits shall be joined using a medium body, clear, electrical conduit PVC solvent cement approved by the UEUD.
- Risers locations to be schedule 80 elbows and conduit. Conduit shall be stubbed 6" above ground level and mounted per spec 311 2007.
- Conduit shall be installed by horizontal directional drilling (boring). Conduit shall be equipped with SILICORE® inner lining or approved equivalent system for ease of installing conductor. Conduit shall be continuous - couplings or joints are not permitted except couplings may be used immediately adjacent to streetlight foundations, junction boxes and/or power sources for connection of a schedule 40 elbow to the HDPE conduit. Couplings shall be of the compression type.



City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/4/23	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

REVISIONS						DATE	DSG. BY	BY	CKD	APPD
No.										
TITLE:						W.O. -				
						GRID 12 & 13				
						SCALE 1" = 20'				
						DWG. No. -				
						SHEET 1 of 5				



MATCHLINE A - A SHT 3 OF 5

PRIMARY CONDUIT DIAGRAM

- LEGEND:
- PADMOUNT TRANSFORMER (SIZE AS NOTED)
 - EXISTING PADMOUNT TRANSFORMER
 - PRIMARY PULL BOX
 - PRIMARY
 - PRIMARY VAULT
 - SWITCH
 - SECONDARY SERVICE JUNCTION BOX
 - SERVICE PEDESTAL (S-PED-1)
 - ALL EXISTING EQUIPMENT NOTED AS (E)
 - EXISTING UNDERGROUND PRIMARY
 - EXISTING UNDERGROUND SECONDARY
 - EXISTING UNDERGROUND SERVICE

PAD XFMR 12-N1
INSTALL 37.5 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 12CLYSW01.
INSTALL 1-4" PRIMARY CONDUIT TO PED 12-N2.

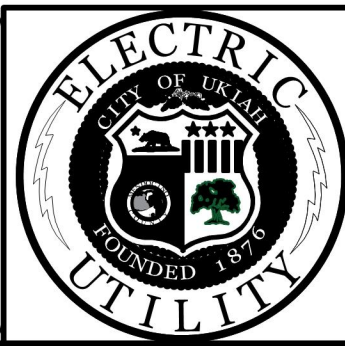
PED 12-N2
INSTALL 3-PHASE PED.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 12CLYSW02.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 12ESTLK01.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 12-N3.

PAD XFMR 12-N3
INSTALL 37.5 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 12CLYSW04.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N1.

POLE 13TMPSN04
INSTALL 1-4" PRIMARY RISER CONDUIT TO VAULT 13-N2.

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

No.	REVISIONS	DATE	DSG. BY	BY	CKD	APPD

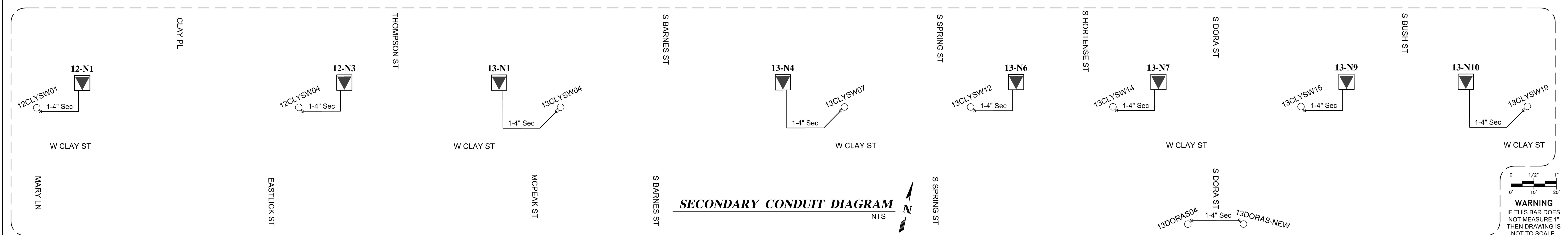
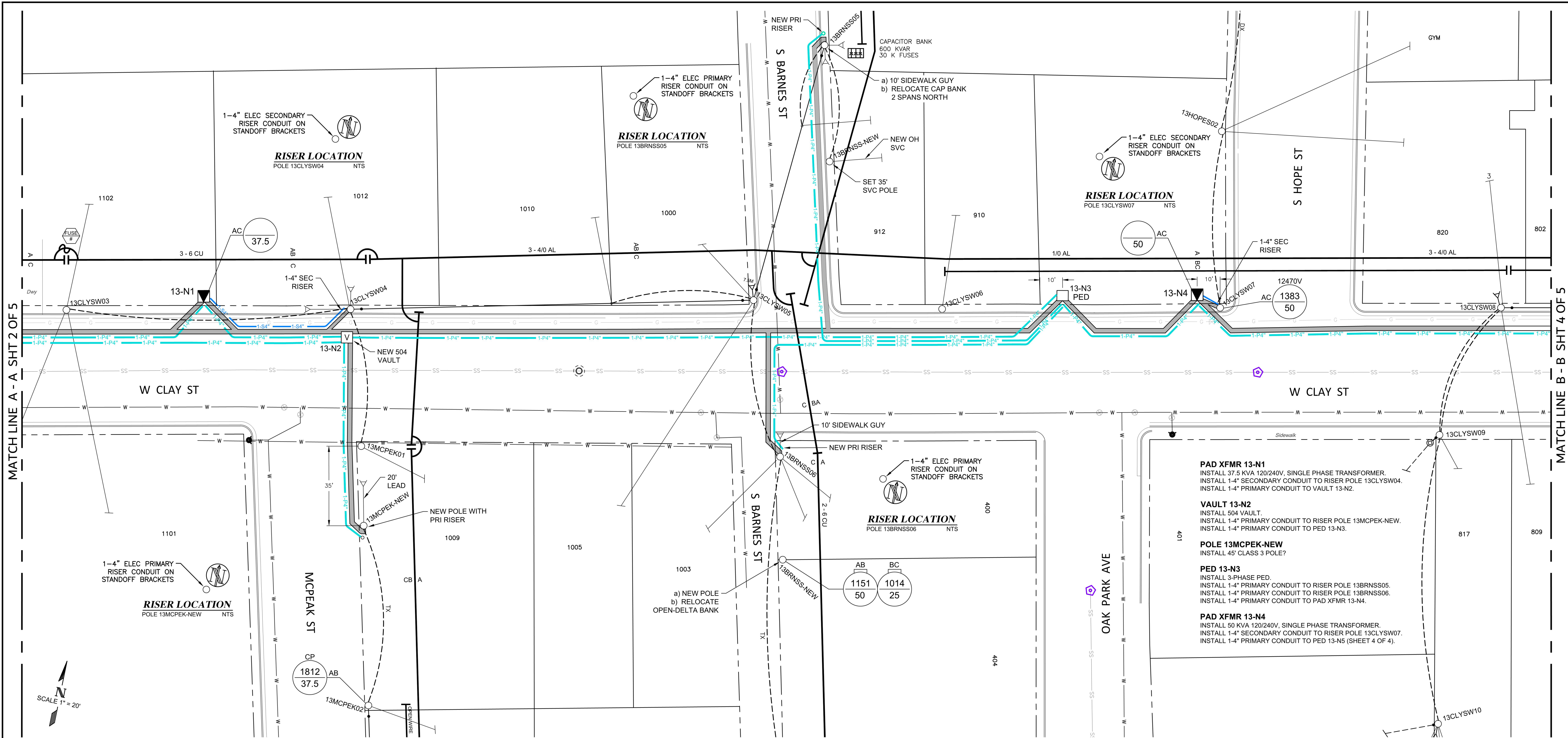


City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/4/23	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

TITLE: UNDERGROUND PROJECT CLAY ST - MARY TO PINE		W.O. -
GRID 12 & 13		
SCALE 1" = 20'		
DWG. No. -		
SHEET 2 of 5		

MATCH LINE A - A SHT 2 OF 5

MATCH LINE B - B SHT 4 OF 5



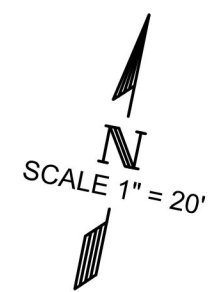
SECONDARY CONDUIT DIAGRAM
NTS

WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CALL BEFORE YOU DIG 800.642.2444 AT&T 904 E ELECTRIC UTILITY FOUNDED 1904 CITY OF UKIAH ELECTRIC UTILITY DEPARTMENT							APPROVED BY:				TITLE:		W.O. -	
							City of Ukiah ELECTRIC UTILITY DEPARTMENT				GRID 12 & 13			
							8/4/23 AMS AMS				SCALE 1" = 20'			
							DATE DESIGNED DRAWN CHECKED AS BUILT				DWG. No. -			
No. REVISIONS DATE DSG. BY BY CKD APPD							UNDERGROUND PROJECT CLAY ST - MARY TO PINE				SHEET 3 of 5			

MATCH LINE B - B SHT 3 OF 5

MATCH LINE C - C SHT 5 OF 5



1-4" ELEC PRIMARY
RISER CONDUIT ON
STANDOFF BRACKETS

RISER LOCATION
POLE 13SPRGS07
NTS

1-4" ELEC SECONDARY
RISER CONDUIT ON
STANDOFF BRACKETS

RISER LOCATION
POLE 13CLYSW12
NTS

1-4" ELEC SECONDARY
RISER CONDUIT ON
STANDOFF BRACKETS

RISER LOCATION
POLE 13CLYSW14
NTS

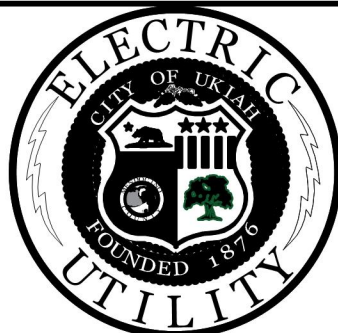
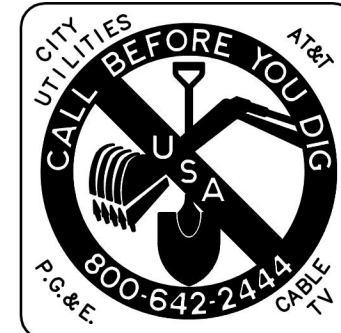
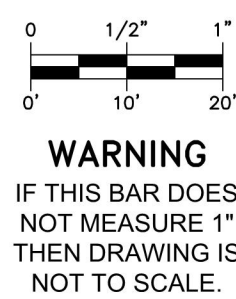
1-4" ELEC PRIMARY
RISER CONDUIT ON
STANDOFF BRACKETS

RISER LOCATION
POLE 13SPRGS08
NTS

PED 13-N5
INSTALL 3-PHASE PED.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 13SPRGS07.
INSTALL 1-4" PRIMARY CONDUIT TO RISER POLE 13SPRGS08.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N6.

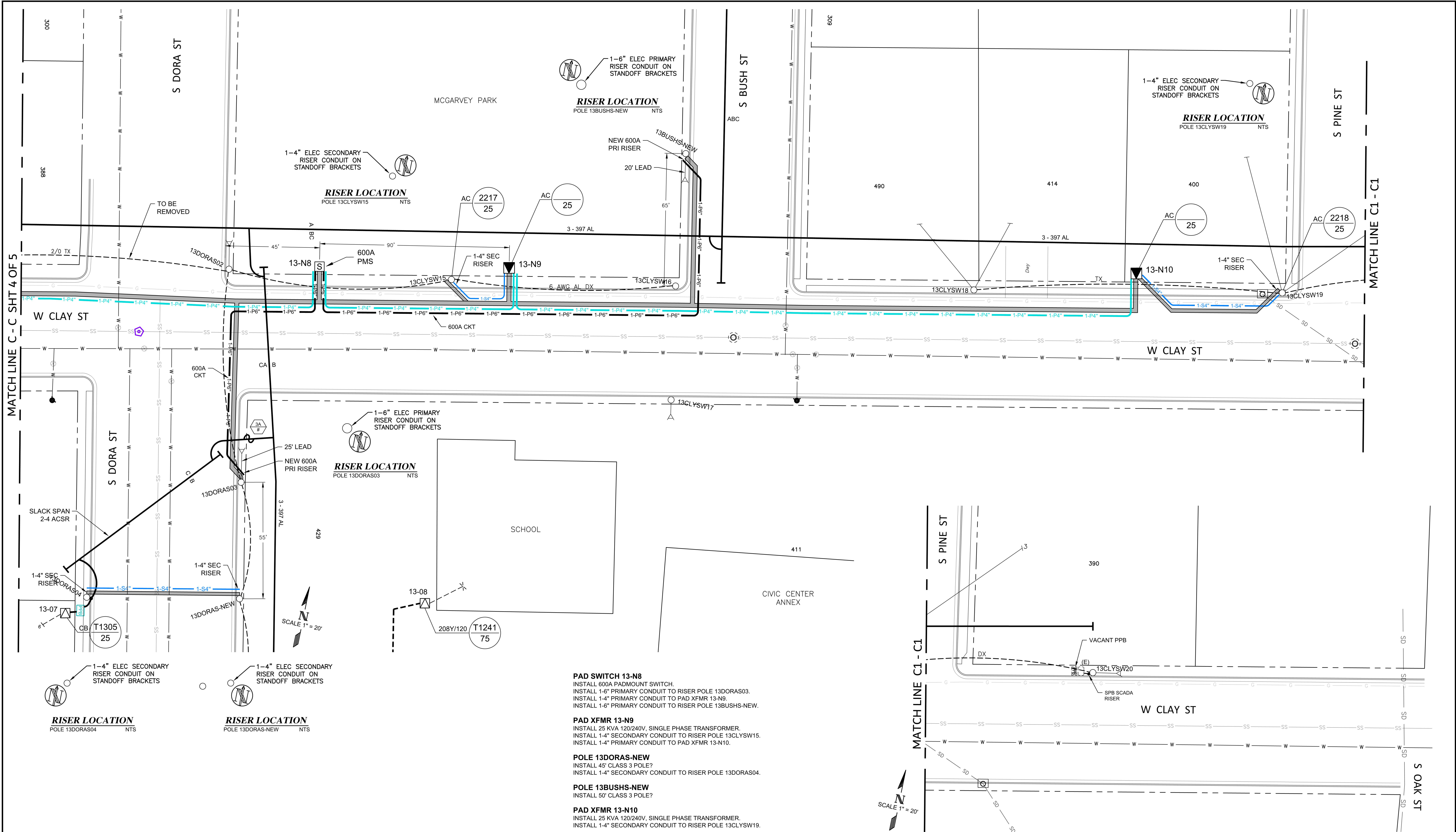
PAD XFMR 13-N6
INSTALL 25 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13CLYSW12.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N7.

PAD XFMR 13-N7
INSTALL 25 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13CLYSW14.
INSTALL 1-4" PRIMARY CONDUIT TO PADMOUNT SWITCH 13-N8 (SHEET 5 OF 5).



 City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/4/23	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.						DATE	DSG. BY	BY	CKD	APPD
REVISIONS										
TITLE:						W.O. -				
UNDERGROUND PROJECT						GRID 12 & 13				
CLAY ST - MARY TO PINE						SCALE 1" = 20'				
						DWG. No. -				
						SHEET 4 of 5				



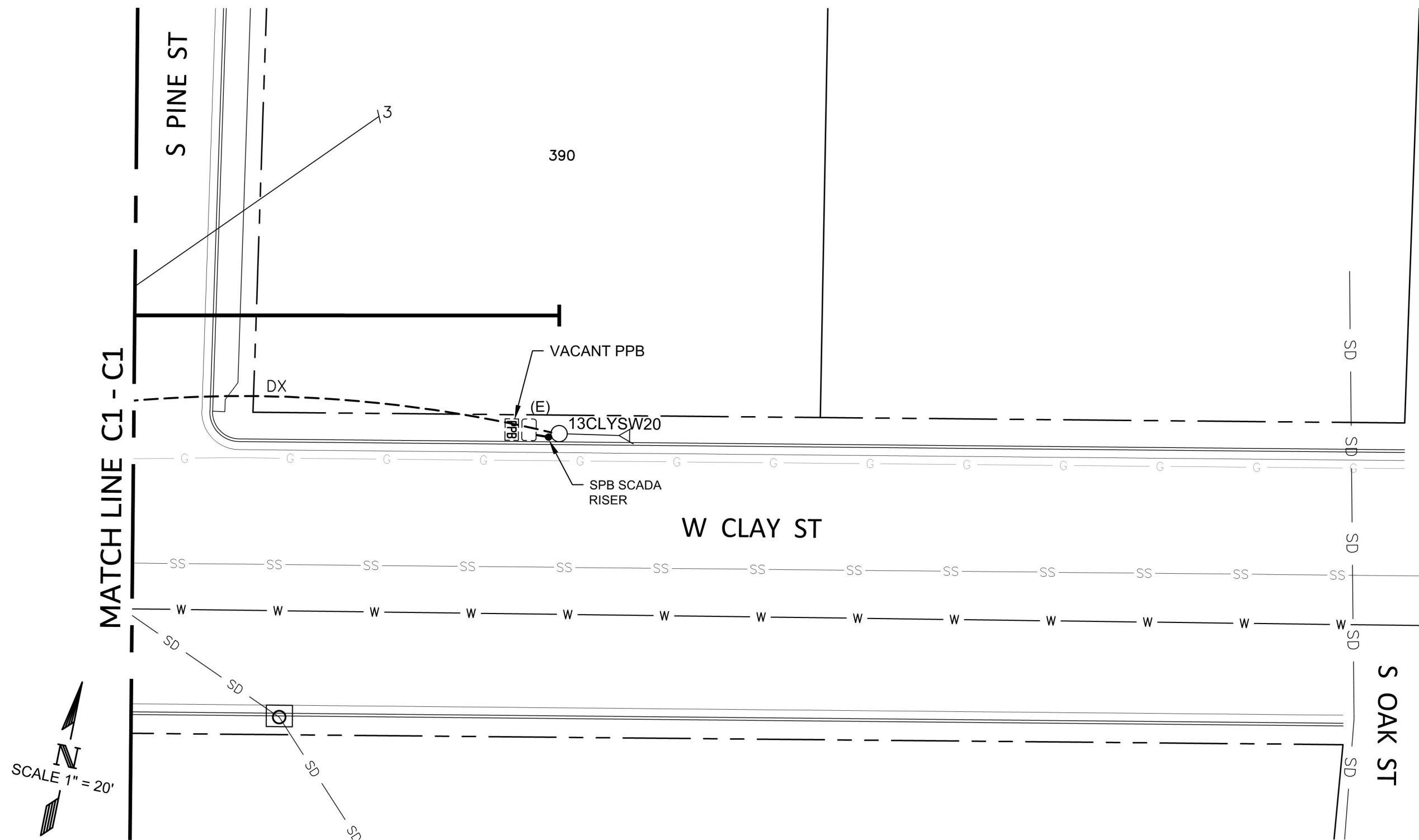
PAD SWITCH 13-N8
INSTALL 600A PADMOUNT SWITCH.
INSTALL 1-6" PRIMARY CONDUIT TO RISER POLE 13DORAS03.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N9.
INSTALL 1-6" PRIMARY CONDUIT TO RISER POLE 13BUSHS-NEW.

PAD XFMR 13-N9
INSTALL 25 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13CLYSW15.
INSTALL 1-4" PRIMARY CONDUIT TO PAD XFMR 13-N10.

POLE 13DORAS-NEW
INSTALL 45' CLASS 3 POLE?
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13DORAS04.

POLE 13BUSHS-NEW
INSTALL 50' CLASS 3 POLE?

PAD XFMR 13-N10
INSTALL 25 KVA 120/240V, SINGLE PHASE TRANSFORMER.
INSTALL 1-4" SECONDARY CONDUIT TO RISER POLE 13CLYSW19.



0 1/2" 1"
0' 10' 20'
WARNING
IF THIS BAR DOES
NOT MEASURE 1"
THEN DRAWING IS
NOT TO SCALE.



 City of Ukiah ELECTRIC UTILITY DEPARTMENT				APPROVED BY:	
8/4/23	AMS	AMS			
DATE	DESIGNED	DRAWN	CHECKED	AS BUILT	

No.						DATE	DSG. BY	BY	CKD	APPD
REVISIONS										
TITLE:						W.O. -				
UNDERGROUND PROJECT CLAY ST - MARY TO PINE						GRID 12 & 13				
						SCALE 1" = 20'				
						DWG. No. -				
						SHEET 5 of 5				

ARB, Inc Bid Proposal - 10/3/2023							
Owner: City of Ukiah CLAY AND JONES STREETS							
Bid Opening:				CITY OF UKIAH			
9/15/2023							
BID SCHEDULE							
Item #	It	Item Description	Quantity	UOM	Unit Price	Item Total	
5		EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24”X59” TRENCH)	6035	LF	\$ 131.00	\$ 790,585.00	
12		REMOVE AND REPLACE ASPHALT CONCRETE (24” TRENCH)	18105	SF	\$ 23.71	\$ 429,269.55	
21		4” PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	6640	FT	\$ 30.00	\$ 199,200.00	
22		6’ PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	450	FT	\$ 30.00	\$ 13,500.00	
23		SIDEWALK REMOVAL AND REPLACEMENT	1060	SF	\$ 29.19	\$ 30,941.40	
24		CURB AND GUTTER REMOVAL AND REPLACEMENT AT 173 E GOBBI ST FOR THE INSTALLATION OF ALL UTILITIES	50	LF	\$ 80.25	\$ 4,012.50	
32		EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTEL BOX PAD (CITY TO PROVIDE)	4	EA	\$ 5,051.00	\$ 20,204.00	
33		EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (CITY TO PROVIDE)	14	EA	\$ 5,051.00	\$ 70,714.00	
34		EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ 5,051.00	\$ 5,051.00	
36		DRIVEWAY, SIDEWALK AC REMOVAL AND REPLACEMENT		SF	\$ 45.21	\$ -	
37		LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ 5,000.00	\$ 5,000.00	
38		LANE STRIPING	50	FT	\$ 3.00	\$ 150.00	
Bid List							
 Digitally signed by Aaron Morneau Date: 2023.10.03 15:34:00 -07'00'					\$ 1,568,627.45		

CITY OF UKIAH
CONTRACT CHANGE ORDER

ORDER NO. 5

DATE: 11/15/23

Contract for (Description of Facility): Spec No. 23-08 Wildfire Mitigation UG Project

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To (Contractor): ARB Underground Inc – Primoris PSC 4620 Westamerica Dr Fairfield Ca 94534

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: UEUD.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Add Clay St to undergrounding project as approved by the City Council on 10/18/2023. Jones Street is not being added as easements were not granted by residents. See attached Council Action Report and line item quantities.	0	\$1,051,294.04
2.	0	0
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$1,051,294.04

Justification (Detailed and Concise): In the original grant proposal, Clay and Jones Street were included as areas to be undergrounded. Due to delays in design and difficulty obtaining easements, these locations were not included in the initial bid. The Ukiah City Council approved the addition of the two areas on 10/18/2023. Staff was unable to obtain the needed easements for Jones Street and will therefore only move forward with Clay Street. See attached for line-item values.

The amount of the Contract will be (~~decreased~~/~~increased~~/**unchanged**) by the estimated sum of: Zero Dollars.

The contract total including this and previous Change Orders will be: Three Million, one hundred six thousand, three hundred eighty seven dollars and sixty seven cents (\$3,106,387.67)

The contract period provided for completion will be (~~increased~~/~~decreased~~/**unchanged**): 30 days.

This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: Cindy Savers
(City)

11/15/23
Date

Accepted: Mark Borges
(Contractor)

11-16-23
Date

This information will be issued as a record of any changes to the original construction contract.

ARB, Inc Bid Proposal - 11/14/2023						
Owner: City of Ukiah CLAY AND JONES STREETS						
Bid Opening:				CITY OF UKIAH		
9/15/2023						
BID SCHEDULE						
Item #	It	Item Description	Quantity	UOM	Unit Price	Item Total
5		EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24”X59” TRENCH)	3892	LF	\$ 131.00	\$ 509,852.00
12		REMOVE AND REPLACE ASPHALT CONCRETE (24” TRENCH)	11776	SF	\$ 23.71	\$ 279,208.96
21		4” PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	4634	FT	\$ 30.00	\$ 139,020.00
22		6’ PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	429	FT	\$ 30.00	\$ 12,870.00
23		SIDEWALK REMOVAL AND REPLACEMENT	622	SF	\$ 29.19	\$ 18,156.18
24		CURB AND GUTTER REMOVAL AND REPLACEMENT	150	LF	\$ 80.25	\$ 12,037.50
32		EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	3	EA	\$ 5,051.00	\$ 15,153.00
33		EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (CITY TO PROVIDE)	8	EA	\$ 5,051.00	\$ 40,408.00
34		EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ 5,051.00	\$ 5,051.00
36		DRIVEWAY, SIDEWALK AC REMOVAL AND REPLACEMENT		SF	\$ 45.21	\$ -
37		LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ 5,000.00	\$ 5,000.00
38		LANE STRIPING		FT	\$ 3.00	\$ -
		CROSSWALK THERMAL BARS	99	LF	\$ 18.00	\$ 1,782.00
		EXCAVATE, BACKFILL, COMPACTION AND INSTALL 504 VAULT (CITY TO PROVIDE)	1	EA	\$ 12,755.40	\$ 12,755.40
Bid List						
					\$	1,051,294.04

Agenda Item No: 8.d.MEETING DATE/TIME: 10/18/2023ITEM NO: 2023-3088

City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order #4 to Contract #2324-084 with ARB, Inc to Underground the Primary Electrical Conductor on Clay Street and Jones Street as Part of the Fire Mitigation Undergrounding Project.

DEPARTMENT: Electric Utility**PREPARED BY:** Cindy Sauers, Electric Utility Director**PRESENTER:** Cindy Sauers, Electric Utility Director**ATTACHMENTS:**

1. Contract 2324-084 - ARB Inc
2. Clay and Jones Sts Dwgs
3. ARB Clay and Jones St Bid Sheet - Signed

Summary: Staff is requesting approval from the City Council for a change order to complete the undergrounding of the primary electrical conductor on Clay Street and Jones Street as part of the Wildfire Mitigation Undergrounding project, in the amount of \$1,568,627.45.

Background: In 2019, the Electric Utility sought grant funding for wildfire mitigation purposes in response to California Senate Bill 901, signed into law in 2018, requiring publicly-owned utilities to operate electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment." The Utility proposed a project that included an underground portion and a vegetation management portion. Cost estimates were developed and submitted as part of the grant application.

On February 11, 2022, The California Office of Emergency Services (CalOES) approved Hazard Mitigation Grant Program (HMGP) funds for the City of Ukiah in the amount of \$3,613,567. The goal of the grant is to reduce the impact of wildland fire on Ukiah's critical electric power infrastructure through the implementation of hazardous fuel reduction activities and the undergrounding of vulnerable overhead lines. The HMGP covers 75% of the total project cost and the Electric Utility will cover the remaining 25% using Series 2022 Electric Revenue Bonds.

When the original cost estimates were developed in 2019, construction and material costs were significantly lower. Prior to going out to bid in 2023, the Utility was facing up to 40% higher costs for materials and contract labor. As a result, it was estimated that only a portion of the undergrounding would be able to be funded.

On June 27, 2023, the City distributed the plans and specifications to the required bidders' exchanges, and sealed proposals were received and opened by the City Clerk on July 25, 2023. Bids were received from five contractors. On August 2, 2023, Council awarded the Electric Utility Fire Mitigation Undergrounding Project, in the amount of \$1,958,740.78, to ARB, Inc. Because the awarded bid was significantly lower than anticipated, it was determined that the remaining two areas, Clay Street and Jones Street, could be completed.

Discussion: General locations were provided to CalOES as part of the original grant application and included Clay Street, between Pine St. and Mary Lane as well as Jones Street, between Oak St. and McPeak. Following execution of the contract (Attachment #1), Staff solicited a quote from ARB, Inc for the remaining two areas of undergrounding. See Attachment #2 for project drawings. ARB, Inc. submitted a quote and agreed that the remaining areas could be completed for the same line item costs as bid for the original (see Attachment #3). Three change orders have been executed with ARB, two resulting from the

Please return to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Electric Utility Fire Mitigation Undergrounding Project, Spec. No. 23-08.
2. That the nature of the work: Installation of underground conduits for 12kV primary conductor in three areas on the western side of Ukiah, Specification No. 23-08.
3. That on the 6th of June 2024, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is ARB, Inc., 4620 Westamerica Dr., Fairfield, CA 94534.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: 100 Block of West Standley St., North Barnes Street and Park Blvd., 1200 Block of West Standley and Giorno Ave., Ukiah, California.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

_____	By: _____	_____
Date	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: Report of the Purchase of One 2024 Ford F-250 from Harvey Harper Company, DBA Harper Motors in the Amount of \$60,697.10 for the Ukiah Valley Fire Authority.

DEPARTMENT: Fire

PREPARED BY: Eric Singleton, Battalion Chief

PRESENTER: Doug Hutchison, Fire Chief.

ATTACHMENTS:

1. Bid Tab and Bid from Harper

Summary: The Ukiah City Council will receive a report regarding the purchase of one 2024 Ford F-250 from Harvey Harper Company in the amount of \$60,697.10 for the Ukiah Valley Fire Authority (UVFA).

Background: This item was approved through the 5-year Capital Improvement Plan to purchase a Command/Chief Vehicle in 2020-21. Due to COVID-related and supply issues, this process continued for the past couple of years until the purchase was finalized and the purchase order was issued.

Discussion: Following our current Fleet Replacement Plan, UVFA has replaced one of our Command/Chief Vehicles (C-6808) with a new 2024 Ford F-250. The Fleet replacement plan was created to evaluate current and future operation needs, safety, and cost-effectiveness for the City of Ukiah.

The current C-6808, a Ford-250, has exceeded its useful life as a first-out piece of equipment, calling into question its reliability and safety for our team members. However, it will be repurposed as a utility vehicle for the UVFA.

Due to the continued delays from Ford, the original purchase placed with Redwood Ford continued to be pushed out, until the order was eventually canceled by Ford. Purchasing staff then waited until Ford would accept new orders.

In April, a Request for Bid (RFB) was issued. The RFB requested that vendors offer an electric or hybrid equivalent if available. However, none were offered. Four bids were received. Please refer to Attachment 1 for a copy of the bid tabulation and a copy of the accepted bid. The low bid from Thurston Auto was rejected due to the offering of a Chevrolet that did not meet the minimum requirements and was therefore not considered equivalent. The bid was awarded to Harvey Harper Company, DBA Harper Motors for the amount of \$60,697.10.

Please note that this purchase would normally require the Council's approval prior to award; noting Council did previously approve the original purchase that was dropped. Given continued supply chain issues, it was necessary to proceed with the purchase to secure the reorder.

Recommended Action: Receive the report regarding the purchase of one new 2024 Ford F-250 from Harvey Harper Company, DBA Harper Motors for the amount of \$60,697.10 for the Ukiah Valley Fire Authority.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10021210.80100.V3165: \$60,697.10

PROPOSED BUDGET AMOUNT: \$0

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 48574

COORDINATED WITH: Mary Horger, Financial Services Manager; David Mendez, Buyer II; Myles Fisette, Purchasing Manager; Doug Hutchison, Fire Chief; Dave Kirch, Fleet Maintenance Supervisor

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager

ATTACHMENT 1

Bid Tabulation E41507												
ITEM #	ITEM DESCRIPTION	QTY	Thurston Auto		Hansel Ford		Downtown Ford		Harper Motors			
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	2024 FORD F-250 SUPER-CAB PICKUP 4x4 6.2L FFV GAS ENGINE, 10 SPEED AUTO TRANSMISSION 6.5' BED, 148" WB, 10000# GVWR, BLACK FRONT X2B STEP BUMPER, 17" ARGENT PAINTED STELL WHEELS, SPARE TIRE, WHEEL, RUBBER FLOORING, VINYL SEATS, A/C, AM/FM, TRAILER TOW PACKAGE, TILT WHEEL, OR EQUIVALENT GENERAL SPECIFICATIONS.	1	\$ 54,526.48	\$ 54,526.48	\$ 57,810.00	\$ 57,810.00	\$ 58,024.00	\$ 58,024.00	\$ 55,626.00	\$ 55,626.00	\$ -	\$ -
	SUBTOTAL			\$ 54,526.48		\$ 57,060.00		\$ 58,024.00		\$ 55,626.00		\$ -
	DMV & FEES	1		\$ 41.75		\$ 8.75		\$ 8.75		\$ 126.75		
	TAX			\$ 4,846.77		\$ 4,992.75		\$ 5,149.63		\$ 4,944.35		\$ -
	FREIGHT			\$ -				\$ 600.00				
	GRAND TOTAL			\$ 59,415.00		\$ 62,061.50		\$ 63,782.38		\$ 60,697.10		\$ -

NOTES:

- * THURSTON AUTO'S BID IS FOR A 2024 CHEVY SILVERADO
THIS TRUCK DOES NOT HAVE ALL THE OPTIONS AS REQUESTED.



City of Ukiah

REQUEST FOR BID

1320 Airport Road
UKIAH, CALIFORNIA 95482
P: (707) 467-5774, F: (707) 313-3831

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

Submitted by:
(Company Name
& Address)

Harper Motors
4800 Hwy 101 N.
Eureka CA 95503

DATE: 4/1/2024

REQ. NO. E41507 - Rev. 1

BIDS WILL BE RECEIVED UNTIL	
1:30 p.m., April 11,	2022
AT THE OFFICE OF THE BUYER	
1320 AIRPORT ROAD, CITY OF UKIAH	
BY:	David Mendez
Email: dmendez@cityofukiah.com	

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

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

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1 ea.	2024 FORD F-250 SUPER-CAB PICKUP 4X4 <i>Sale Price</i> \$55,600 <i>DOC Fee</i> \$85 <i>*Based on a fleet order</i> PLEASE SPECIFY IF VEHICLE IS IN STOCK. PLEASE SPECIFY TIME OF DELIVERY IF VEHICLE IS NOT IN STOCK <i>If there is an electric or hybrid vehicle option, please provide an additional bid for consideration as per the Equipment Specification's General Instructions to Bidders.</i> Rev. 1 - 4/3/24: This revision changes the bid due date, and adds the request for optional bids for electric or hybrid vehicles. <i>Plus CA 8.75 Tire Fee</i> <i>33 Electronic DMV</i> <i>Delivery & Extra Key Included</i>	<i>\$55,600</i> <i>\$85</i> <i>\$55,711 -</i> <i>4944.35 TAX</i> <i>60655.35</i> <i>8.75</i> <i>33.00</i> <i>\$60,697.10</i> Tax (8.875 %): <i>4944.35 TAX</i> Shipping: <i>Included</i> TOTAL: <i>\$60,697.10</i> Payment Terms: <i>ESTIMATE</i>	
SIGNATURE:	<i>[Signature]</i>	DATE:	<i>4/1/24</i>
PRINT NAME:	<i>Burt Medeiros</i>	PHONE:	<i>707 496 3518</i>
		LEAD TIME ARO:	<i>100 days</i>
		EMAIL:	<i>Burt.Medeiros@cityofukiah.com</i>

TERMS:

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

CITY OF UKIAH
EQUIPMENT SPECIFICATION #E41507 – REVISION 1
FOR ONE (1) NEW 2024 FORD F-250 SUPERCAB PICKUP 4X4
OR EQUIVALENT

The City of Ukiah invites bids for furnishing one (1) new 2024 Ford F-250 Super-Cab Pickup 4x4 or equivalent or one (1) new 2024 Ford F-250 Super-Cab Pickup 4x4 or equivalent. The City is looking to only purchase one vehicle in total but is interested in bids for both specifications.

All deviations from these specifications shall be described in the bid proposal. There will be no trade-ins involved in this bid.

Bidder shall, as indicated on the Request for Bid form, state the total price for the new vehicle as specified (including any options and accessories), sales tax, destination charges and any other applicable fees or charges, FOB the City of Ukiah Corporation Yard 1320 Airport Road, Ukiah CA 95482

Only proposals from licensed dealers (new) will be considered. The City reserves the right to select and purchase a vehicle directly from the State of California Department of General Services.

Please contact David Mendez at (707) 467-5774 or dmendez@cityofukiah.com if you have any questions regarding these specifications.

GENERAL INSTRUCTIONS TO BIDDERS

Each bidder shall attach to his bid a complete detailed description of the unit he proposes to furnish. All equipment catalogued as standard shall be furnished and included in the purchase price of the unit.

In evaluating our options for the acquisition of vehicles, the City is particularly interested in sustainable and environmentally friendly solutions. Therefore, we strongly encourage the inclusion of electric or hybrid vehicle options in your bid, if available. Please provide detailed pricing information for these alternatives alongside your standard vehicle offerings. Our goal is to make an informed decision that aligns with our commitment to reducing environmental impact while meeting the City's operational needs. The City will consider the environmentally friendly option(s) first and the standard specification second.

The total price shall include all equipment, accessories and optional items. In making its selection, the City will consider all factors relating to the vehicle including operating performance, operator comfort, safety, service and parts availability as well as cost.

The vehicle furnished under these specifications is to carry the standard warranty offered to the general public. A complete detailed description of the standard warranty shall be provided with the bid.

The City reserves the right to reject any or all bids and to determine which bid, in its opinion, will best serve the needs and requirements of the City.

Fleet Order Sample



Preview Order 9951 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 04/02/2024 13:06:01 Receipt: NA

Dealership Name: Harper Motors

Sales Code : F72413

Dealer Rep.	Kurt Medeiros	Type	Fleet	Vehicle Line	Superduty	Order Code	9951
Customer Name	city of Ukiah	Priority Code	E3	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/148	\$53755	AM/FM STEREO MP3/CLK	\$0
148 INCH WHEELBASE	\$0	ROOF CLEARANCE LIGHTS	\$95
TOTAL BASE VEHICLE	\$53755	BLIS (BLIND SPOT INFO SYSTEM)	\$0
RACE RED	\$0	JACK	\$0
40/20/40 CLOTH SEAT	\$0	LED BOX LIGHTING	\$60
MEDIUM DARK SLATE	\$0	UPFITTER SWITCHES	\$165
PREFERRED EQUIPMENT PKG.603A	\$0	250 AMP ALTERNATOR	\$85
.XLT TRIM	\$0	EXTERIOR BACKUP ALARM	\$175
6.8L DEVCT NA PFI V8 ENGINE	\$-1705	REVERSE SENSING SYSTEM	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
LT275/70R18E BSW ALL TERRAIN	\$265	360-DEGREE CAMERA PACKAGE	\$1150
3.73 ELECTRONIC-LOCKING AXLE	\$430	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
JOB #2 ORDER	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	FUEL CHARGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
CARPET DELETE	\$-50	PRICED DORA	\$0
FX4 OFF-ROAD PACKAGE	\$495	ADVERTISING ASSESSMENT	\$0
.SKID PLATES	\$0	DESTINATION & DELIVERY	\$1995
10000# GVWR PACKAGE	\$0	Bed Hooks by Bullring	\$70
50 STATE EMISSIONS	\$0	TOTAL DIO OPTS	\$70
SPARE TIRE AND WHEEL	\$0		
TOTAL BASE AND OPTIONS			MSRP \$57580
DISCOUNTS			NA
TOTAL			\$57580

ORDERING FIN: QA615 END USER FIN: QA615

Thank You for the opportunity to serve you.

Your Order Price \$ 55,626 -

plus fees

Customer Name:
Customer Address:

Customer Email:

Customer Phone:



Please "Ask for Kurt"

4800 Highway 101 N.
Eureka, CA 95503
www.harpermotors.com



KURT MEDEIROS

Fleet Manager & Retail Sales
kurtfleetman@harpermotors.com
Cell: (707) 496-3518
Work: (707) 443-7311
Fax: (707) 443-3839

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

Kurt Medeiros - Harper Motors

4/11/24

The successful bidder shall supply the vehicle fully equipped and ready for service at the time of delivery. Dealer shall process registration and title transfer for exempt license plates to the Department of Motor Vehicles on behalf of the City of Ukiah.

**2024 FORD F-250 SUPER-CAB PICKUP 4x4 6.2L FFV GAS ENGINE, 10 SPEED
AUTO TRANSMISSION 6.5' BED, 148" WB, 10000# GVWR, BLACK FRONT X2B
STEP BUMPER, 17" ARGENT PAINTED STEEL WHEELS, SPARE TIRE, WHEEL,
RUBBER FLOORING, VINYL SEATS, A/C, AM/FM, TRAILER TOW PACKAGE, TILT
WHEEL, OR EQUIVALENT GENERAL SPECIFICATIONS.**

- RACE RED EXTERIOR COLOR ✓
- 53A – XLT TRIM PACKAGE ✓
- 21S – ELECTRONIC SHIFT ON THE FLY – STD ✓
- X3E – 3.73 ELECTRONIC LOCK REAR AXLE – REQ FX4 ✓
- TDX – LT275/70R18E A/T TIRES 4X4 – REQ'D FX4 ✓
- 43C – 110V/400W OUTLET – STD ✓
- 76C – BACKUP ALARM ✓
- 66B – BOX LINK BED TIE DOWN SYSTEM – STD N/A
- 166 – CARPET DELETE (XLT ONLY) ✓
- 592 – ROOF CLEARANCE LIGHTS ✓
- 3S – CLOTH SEATING 40/20/40 BENCH – W/XLT ✓
- 942 – DAYTIME RUNNING LIGHTS – STD N/A
- 17X – FX4 PACKAGE – W/ELEC REAR AXLE ✓
- 67E – HD ALTERNATOR ✓
- 66L – LED BOX LIGHTING ✓
- 874 – 360 DEGREE CAMERA PACK (BLIS/REAR VIEW) ✓
- 413 – SKID PLATES – W/FX4 PACKAGE ✓
- 52B – TRAILER BRAKE CONTROLLER – STD ✓
- 66S – UPFITTER SWITCHES ✓
- 85S – SPRAY-IN BEDLINER ✓
- PKY – EXTRA KEY W/KEY FOB Included
- 653A – XLT TRIM ✓
- 421S – ELECTRONIC SHIFT-ON-THE FLY – STD ✓
- 4AXL – LIMITED SLIP REAR AXLE ✓
- 60B – BLIND SPOT INTO SYSTEM W/CROSS TRAFFIC ALERT ✓
- 872 – REAR VIEW CAMERA STANDARD FOR PICKUP ✓

*Included unless
noted otherwise*

*N.O.
Vinyl seats
Cloth seats
only*



AGENDA SUMMARY REPORT

SUBJECT: Report the Purchase of Two 2025 Ford Police Interceptor Utility Vehicles from Harper Motors in the Amount of \$128,421.88.

DEPARTMENT: Police

PREPARED BY: Cedric Crook, Police Chief

PRESENTER: Cedric Crook, Police Chief

ATTACHMENTS:

1. Harper Motors
2. Purchase Order

Summary: Council will receive a report regarding the purchase of two 2025 Ford Interceptor Utility Vehicles from Harper Motors in the amount of \$128,431.88 for the Ukiah Police Department.

Background: The budget was approved in the 5-year Capital Improvement Plan for the annual purchase of two patrol rated vehicles for fiscal year 2023-2024, in the amount of \$175,000 for both vehicles.

Discussion: The Ukiah Police Department seeks to replace two aging vehicles in its fleet with new 2025 Ford Police Interceptor Utility Vehicles. The department has conducted a thorough evaluation of current and future operational needs, focusing on reliability, safety, and cost-effectiveness.

The current vehicles in question have exceeded their service life, resulting in increased maintenance costs and downtime. The acquisition of new vehicles is essential to maintain the effectiveness and efficiency of police operations, ensuring that officers have reliable and safe transportation for emergency responses.

The 2025 Ford Police Interceptor Utility Vehicles are specifically designed for law enforcement use, offering advanced safety features, enhanced performance, and durability required for police work.

During the procurement process, it was determined that no hybrid models of the 2025 Police Interceptor Utility were available. While hybrid vehicles are preferred for their environmental benefits and fuel efficiency, the immediate need for reliable vehicles necessitates proceeding with the non-hybrid models currently available from Harper Motors.

Staff recently learned of an opportunity to purchase two 2025 Ford Police Interceptor Utility Vehicles from Harper Motors in the amount of \$128,431.88 (Attachment 1). These two vehicles come equipped with ballistic panels in the front doors. Although the dollar threshold of the purchase typically requires Council approval, Staff proceeded with the purchase, and issued Purchase Order 48580 (Attachment 2) in order to take advantage of the availability of the vehicles. Staff has been unable to place any orders on any Hybrid Ford Police Interceptor Utility Vehicles for approximately one year. Had the purchase not been expedited, Staff would not have been able to purchase new patrol vehicles in the current fiscal year. This purchase ensures the Ukiah Police Department can continue to provide high-quality law enforcement services to the community with reliable and safe vehicles.

Note: Staff continues to seek all electric vehicles for the City's fleet, but availability and continuing supply chain issues are limiting factors at this time. Hybrid options are also impacted by the same factors and neither

electric nor hybrid options are available for some of the City's more specialized needs. The last couple of years, it has been very difficult to locate and purchase patrol vehicles. The two hybrid units purchased last year are still not in service due to supply chain issues related to equipment needed to outfit the vehicles; specifically the ballistic panels. The patrol fleet has high mileage vehicles that need to be replaced on an annual basis.

Recommended Action: Receive the report regarding the purchase of two new 2025 Ford Police Interceptor Utility Vehicles from Harper Motors in the amount of \$128,431.88.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 10020210.80100: \$175,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dave Kirch, Fleet Maintenance Supervisor; Myles Fisette, Purchasing Manager; Dave Mendez, Buyer II; Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager



ATTACHMENT 1

Deal

Business Office

CITY OF UKIAH

300 SEMINARY AVE, UKIAH, CA, 95482

Home: (707) 463-6245 Cell:

Email: dmendez@cityofukiah.com

County:



Stock #

Buyer

Trades

PDI

APR

Finance Chg

Am't Financed

Total Payments

Tot Sale Price

.000

.00

64,215.94

64,215.94

64,215.94

Recap

1 Payments of 64,215.94

Beginning 06/06/24

Total Down .00

Total for each
Police Explorer

Summary

Commissions

Forms

Item	Amount	Item	Amount
Selling Price	58,560.00	Sales Tax *OVR*	5,231.19
Document Fee	85.00	Tire Tax	8.75
GSS	33.00	Zurich Security	199.00
Door Edge Guard	99.00		

Any questions, please let me know.
Thank you.

Kurt Melvin - Fleet Manager
Cell 707 496 3518
Harper Motors



HARPER MOTORS • 4800 Highway 101 N. • Eureka, CA 95503
Phone (707) 443-7311 • Fax (707) 443-3839 • www.harpermotors.com



Preview Order 9722 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 05/10/2024 14:02:46 Receipt: 2/13/2024

Dealership Name: Harper Motors

Sales Code : F72413

Dealer Rep.	Kurt Medeiros	Type	Fleet	Vehicle Line	Explorer	Order Code	9722
Customer Name	County o Humb	Priority Code	F1	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49515	50 STATE EMISSIONS	\$0
.119 INCH WHEELBASE	\$0	REAR AUXILIARY LIFTGATE LIGHTS	\$400
TOTAL BASE VEHICLE	\$49515	SPOT LAMP LED DUAL - WHELEN	\$670
AGATE BLACK METALLIC	\$0	NOISE SUPPRESSION BOND STRAPS	\$100
CLOTH BUCKETS/VINYL REAR SEATS	\$0	SIDE MARKER LIGHTS SKULL CAPS	\$340
ONYX INTERIOR	\$0	FRONT HEADLAMP LIGHT SOLUTION	\$0
EQUIPMENT GROUP 500A	\$0	REAR DR HNDL AND LOCKS INOPR	\$0
.FM STEREO	\$0	DEFLECTOR PLATE	\$340
3.3L TI-VCT V6 ENGINE	\$-2330	PRICE CONCESSION INDICATOR	\$0
10-SPEED AUTO TRANSMISSION	\$0	LH/RH BALLISTIC DOOR PNL III	\$3170
READY FOR THE ROAD PACKAGE	\$3800	RR SPOILER TRAFFIC WRNG LED LT	\$1500
.HID PLUNG W/R HNDL INOPERABLE	\$0	FRONT LICENSE PLATE BRACKET	\$0
.100 WATT SIREN / SPEAKER	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.TAIL LAMP LIGHTING SOLUTION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.REAR LIGHTING SOLUTION	\$0	FUEL CHARGE	\$0
.REAR CONSOLE MOUNTING PLATE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
CA NEW MTR VEHICLE BOARD FEES	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT WARNING AUX LIGHT	\$580	DESTINATION & DELIVERY	\$1595
TOTAL BASE AND OPTIONS		MSRP	
DISCOUNTS		\$59680	
TOTAL		NA	
		\$59680	

ORDERING FIN: QA614 END USER FIN: QA614 PO NUMBER: cc6222
SHIP TO : F72413
4800 Highway 101 North, Eureka, CA, 95503-9401

INCENTIVES

Acc. Code ID :10 Contract/Ref # :02-0715 Bid Date :12/05/23State : CA

DISCOUNTS:
\$-1000.00

Your Price : \$58,680 each

plus fees



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4800 Highway 101 N.
Eureka, CA 95503
www.harpermotors.com



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Fleet Manager & Retail Sales
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Cell: (707) 496-3518
Work: (707) 443-7311
Fax: (707) 443-3839

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.



ATTACHMENT 2
Purchase Order

Fiscal Year 2024

Page 1 of 2

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

Purchase
Order #

48580-00

Delivery must be made within
doors of specified destination.

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

V
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HARVEY M HARPER CO
4800 HIGHWAY 101 NORTH
EUREKA CA 95503

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CITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered		Date Required	
				David Mendez		05/23/2024		07/31/2024	
Delivery Reference			Freight Method/Terms		Department/Location			Sales Tax Rate	
			NET-30		POLICE DEPARTMENT			0.000	
Item#	Description/Part No.			Qty	UOM	Unit Price		Extended Price	
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading								
1	2025 FORD EXPLORER POLICE PURSUIT SUV 10020210 - 80100			2.0	EACH	\$58,560.000		\$117,120.00	
2	DOCUMENT FEE 10020210 - 80100			2.0	EACH	\$85.000		\$170.00	
3	GSS FEE 10020210 - 80100			2.0	EACH	\$33.000		\$66.00	
4	DOOR EDGE GUARD 10020210 - 80100			2.0	EACH	\$99.000		\$198.00	
5	TIRE TAX 10020210 - 80100			2.0	EACH	\$8.750		\$17.50	
6	ZURICH SECURITY 10020210 - 80100			2.0	EACH	\$199.000		\$398.00	
7	SALES TAX 10020210 - 80100			2.0	EACH	\$5,231.190		\$10,462.38	
REF REQ E41518 AS PER QUOTE DATED 5/22/24									

Total Ext. Price	\$128,431.88
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$128,431.88

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AGENDA SUMMARY REPORT

SUBJECT: Receive Annual Report Regarding the City of Ukiah's Electric Utility Wildfire Mitigation Plan in Response to Senate Bill 901.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. City of Ukiah's 2024 Wildfire Mitigation Plan Combined - Draft
2. City of Ukiah's 2024 Wildfire Mitigation Plan - DRAFT Redline

Summary: Council will receive the annual report regarding the Electric Utility's Wildfire Mitigation Plan.

Background: In response to catastrophic wildfires in California, Senate Bill 901 (SB 901) was passed in 2018 requiring California utilities to prepare a Wildfire Mitigation Plan (WMP), have the plan independently reviewed, and submit the plan to the State. Utilities are required to update and resubmit the plan annually.

On December 4, 2019, the Council approved the Utility's first WMP and received a report on the revision that resulted from the independent third party reviewer, Power Engineers, on June 17, 2020. The Utility reviews the plan and modifies it yearly using metrics compiled throughout the year, collaboration with other publicly owned utilities (POUs), the Fire District, and industry best practices.

Discussion: Ukiah's WMP (Attachment 1) addresses the range of activities the Electric Utility is taking to minimize the sources of ignition and improve the resiliency of the electric grid.

The WMP outlines eight strategies that the Utility is using to mitigate wildfires:

- Vegetation Management
- Enhanced Inspections
- Situational Awareness
- Operational Practices
- System Hardening
- Public Safety and Notification
- Reclosing and De-energization
- Wildfire Response and Recovery

The 2024 revision does not have significant changes, however, special attention was given to Reclosing and De-energization. Since the first Wildfire Mitigation Plan (WMP) in 2019, the City's Electric Utility has prioritized monitoring local and real-time conditions to make proactive decisions regarding power shutoffs and re-energizations. Unlike some utilities that implement Public Safety Power Shutoffs based on regional forecasts and a limited number of predetermined condition thresholds, the City of Ukiah leverages its compact service territory and advanced strategies for ongoing risk assessment and real-time monitoring of local weather, ground conditions, and other system threats. This approach allows City's Electric Utility to be more responsive

to actual hazards, ensuring that power shutoffs are enacted timely and in consultation with the City's Office of Emergency Management, Ukiah Valley Fire Authority, Ukiah Police Department, Cal Fire, and other public safety service partners.

The Utility is committed to continually evaluating the effectiveness of the WMP and will update its strategies as needed to enhance safety and reliability.

The Utility is working with Fire Chief Hutchison to provide a third party review.

A redlined version of the WMP is included as Attachment 2 for Council's review.

Recommended Action: Receive annual report regarding the City of Ukiah's Electric Utility Wildfire Mitigation Plan in response to Senate Bill 901.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager;

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emissions by preventing fires.

GENERAL PLAN ELEMENTS (GP):GP-A4 - Public Facilities, Services, and Infrastructure Element

Approved: 
Sage Sangiacomo, City Manager



Ukiah Electric Utility

2024 WILDFIRE MITIGATION PLAN

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1. OVERVIEW

A. POLICY STATEMENT

Ukiah Electric Utility has been operating its electric system for over one-hundred years. Public and employee safety is paramount in the operation, construction and maintenance of the electric system. Given recent, catastrophic wildfires in California, the state passed Senate Bill (SB) 901 in September 2018 requiring every publicly owned utility to construct, maintain, and operate its electric facilities in a manner that reduces the risk of utility caused fires. Assembly Bill (AB) 1054 by Assemblyman Holden amended SB901 with the requirement that every publicly owned utility must prepare and present a Wildfire Mitigation Plan (WMP) to its governing body annually and file the plan with the newly created California Wildfire Safety Advisory Board. SB901 requires the WMP's to incorporate key components that are foundational to reducing the risk of utility caused wildfires.

Portions of Ukiah Electric Utility's (UEU) electrical infrastructure is located in and adjacent to California Public Utilities Commission (CPUC) designated Tier 2 wildfire threat areas. Ukiah Electric Utility's overarching goal is to provide safe, reliable, and affordable electric service to its local community. In order to meet this goal, UEU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

This document is Ukiah Electric Utility's Wildfire Mitigation Plan developed in response to the requirements of SB901.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan (WMP) describes the range of activities that UEU is taking or considering, to mitigate the threat of powerline ignited wildfires, including its various programs, policies, and procedures. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter. The Plan will be iterative, promote continuous improvement year-over-year, and represent best efforts to implement industry best practices in a prudent and reasonable manner.

UEU is a department within the City of Ukiah. For wildfire prevention and response, UEU is subordinate to the Ukiah Valley Fire Authority (UVFA) and the City of Ukiah Police Department (UPD).

The City of Ukiah adopted an Emergency Operations Plan (EOP) in 2021 and the Building Community Preparedness and Resilience Program in 2019. The UEU Wildfire Mitigation Plan supports the aspirational goals of these plans in the area of Wildland Fire. The objectives of the Plans specifically supported by this UEU Wildfire Mitigation Plan are as follows:

Ukiah Electric Utility Wildfire Mitigation Plan

1. Educate the public about wildland fire dangers and the steps that can be taken to prevent or minimize their effects.
2. Maintain Emergency Operations Center for coordination of information and resources.
3. Reduce the potential for destructive actions of the fire, should ignition occur, utilizing fire pre-plans, ensuring a properly trained, staffed, and equipped emergency response capability, and timely response to prevent the spread of the fire, minimizing risks to humans and property.
4. Ensure that adequate resources are available to plan for incidents that may occur in the high fire hazard severity zones within the City of Ukiah.

C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN [PRC Section 8387]

This Wildfire Mitigation Plan includes the following elements:

Section 2 - Objectives of the Plan;

Section 3 - Roles and responsibilities for carrying out the Plan;

Section 4 - Identification of key wildfire risks and risk drivers;

Section 5 - Description of wildfire prevention, mitigation, and response strategies and programs;

Section 6 - Community outreach and education;

Section 7 - Restoration of service following a wildfire;

Section 8 - Metrics for evaluating the Performance of the WMP and identifying areas for improvement;

Section 9 - Independent audit of the Plan.

D. DEFINITIONS AND ACRONYMS

- a. COU or City – City of Ukiah
- b. CPUC - California Public Utilities Commission is a regulatory agency that regulates privately owned public utilities in California.
- c. ICS – Incident Command System is a standardized approach to the command, control and coordination of emergency response.
- d. IR – Infrared technology that uses thermography to recognize hot spots in electrical equipment.
- e. EOP – Emergency Operations Plan is a City Plan, formerly known as the Multi Hazard Emergency Response Plan that establishes communication, facilitates collaboration and ensures compliance with local, state and federal emergency management agencies.
- f. LIDAR – Light detection and ranging is a remote sensing technology that uses light in the form of a pulsed laser to measure distances.

- g. MTA – Mendocino Transit Authority
- h. OES – Mendocino County Sheriff’s Office of Emergency Services
- i. PRC – Public Resource Code
- j. SCADA – Supervisory Control and Data Acquisition is a computer system for gathering and analyzing real time data.
- k. UEU – Ukiah Electric Utility.
- l. UPD – Ukiah Police Department.
- m. UVFA – Ukiah Valley Fire Authority.
- n. WMP – Wildfire Mitigation Plan refers to this plan as ordered by Senate Bill 901.

2. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN [PRC -8387 (b)(2)(B)]

A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that UEU’s transmission and distribution system may be the origin or contributing source for the ignition of a fire as well as to protect the system from wildfire damage.

UEU is continually evaluating prudent and cost-effective improvements to its physical assets, operations, and training to help meet this objective. UEU will implement these changes consistent with this WMP as staffing and budget allow.

B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development and on-going implementation of this plan, UEU will assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration of service.

Other resiliency efforts include mitigating fire fuels in areas that are a threat to our facilities and equipment along with reducing the chance that lives or property will be lost to wildfire. Additionally, improved fire coordination will improve resiliency and help avoid the need for public safety power shut off protocols during high fire threat weather. Fire fuels reduction and improved fire response will be addressed in the UEU Wildfire Prevention Program.

C. WILDFIRE PREVENTION STRATEGIES & PROGRAMS [PRC-8387 (b)(2)(C)]

1. Strategies

The following strategies are part of this Plan and described in more detail in Section 5.

- **VEGETATION MANAGEMENT**

These strategies help to control vegetation near to UEU overhead transmission and distribution lines so they better adhere to clearance specifications. They also include fire

fuels mitigation and other work to prevent the system from causing a fire and to protect our system from fire.

- **ENHANCED INSPECTIONS**

These strategies consist of assessment and diagnostic activities as well as associated corrective actions. The practices in this category aim to ensure all infrastructure is in working condition and vegetation adheres to defined minimum distance specifications.

- **SITUATIONAL AWARENESS**

These strategies consist of methods to improve system visualization and awareness of environmental conditions. The practices in this category aim to provide tools to improve the other components of the plan.

- **OPERATIONAL PRACTICES**

These strategies consist of proactive, day-to-day actions taken to mitigate wildfire risks. The practices in this category aim to ensure UEU is prepared in high-risk situations, such as dry, windy environmental conditions.

- **SYSTEM HARDENING**

These strategies consist of system, equipment, and structure design and technical upgrades that are identified by UEU's engineering staff and implemented through the 5-year Capital Improvement Plan. The practices in this category aim to improve system hardening to prevent contact between infrastructure and fuel sources, such as vegetation and animals. It also includes making the system more resilient to wildfire and other disasters.

- **PUBLIC SAFETY AND NOTIFICATION**

These strategies will focus on ways to engage the community as partners in preventing and identifying wildfire risk. They include improving outage notification and other items in the interest of public safety.

- **RECLOSING AND DEENERGIZATION**

These strategies include discussion of de-energization as well as circuit reclosing.

- **WILDFIRE RESPONSE & RECOVERY**

These strategies consist of procedures to react to wildfire or other related emergency conditions. The practices aim to formalize protocols for these situations, so UEU can provide an adequate response and recovery.

- **STAFFING & STAFF TRAINING**

UEU will not be able to reduce the risk of wildfire without staff. Further, electric department staffing must be maintained at appropriate levels with training to maintain staff knowledge and preparedness. This may include cross training to build redundancies within the department and from time-to-time succession planning for known and pending

retirements.

2. Programs

The strategies above will, as budgetary constraints and staffing permit, be developed and implemented through the following programs and coordinated as part of this WMP and are described in more detail in Section 5.

- UEU Wildfire Prevention Program - Appendix A
- UEU Distribution Capital Improvement Program
- COU Emergency Response Plan (EOP)

UEU Wildfire Prevention Strategies and Program Matrix

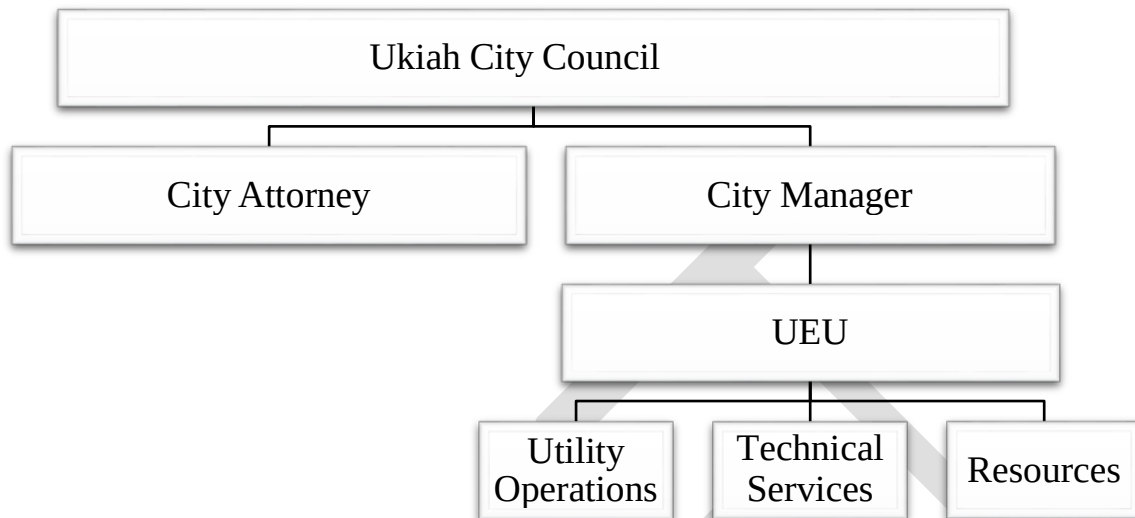
	Wildfire Prevention Plan	5-year Capital Improvement Plan	COU EOP
Vegetation Management	x		
Enhanced Inspections	x	x	
Situational Awareness		x	x
Operational Practices		x	x
System Hardening		x	
Public Safety & Notification	x		x
Reclosing & De- energization	x	x	x
Wildfire Response & Recovery	x		x

D. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. UEU will assess the merits of modifications. This plan will also help determine if more cost-effective measures would produce the same or improved results.

3. ROLES AND RESPONSIBILITIES [PRC-8387 (b)(2)(A)]

A. UEU GOVERNANCE STRUCTURE



This WMP is subject to the direct supervision by the Ukiah City Council (Council) and will be implemented by the UEU Director (“Director”). The City of Ukiah, a general law city, has a City Council - manager form of governance. The City Council is the Utility Commission for UEU.

B. ROLES AND RESPONSIBILITIES FOR PLAN APPROVAL AND EXECUTION

Approval and Public Input: Ukiah Electric Utility is under the governance of the Ukiah City Council. Every revision of the Wildfire Mitigation Plan is approved by the City Council, at a scheduled City Council meeting. Council meetings are public. The public can review the Staff Report and Wildfire Mitigation Plan 72 hours in advance of the meeting and may provide written comment or attend the meeting in person to be heard. The City Council will either adopt the Plan or provide additional direction to the Staff during the meeting.

Executive Level Responsibility: The Director will oversee implementation and ensure that staff follow procedures and protocols. Additionally, the Director, or designee, will manage the execution of performance monitoring. This includes providing guidance to staff and leading the development of reports. The staff responsible for each metric area will aggregate relevant metrics at the direction of the Director.

1. **Program Owners:** The table below outlines the current assignments and are subject to change.

Program	Owner
UEU Wildfire Prevention Program	COU Fire Marshal's Office and UEU Director
UEU Distribution Capital Improvement Program	UEU Director
COU EOP	COU Office of Emergency Management Coordinator

DRAFT

2. **Strategy Leads:** The table below outlines the proposed assignments and are subject to change.

Strategy	Lead Personnel	Key Technical Personnel
Vegetation Management	Electric Superintendent	Senior Electrical Engineer
Enhanced Inspections	Electric Superintendent Electrical Technicians	Senior Electrical Engineer Electric Superintendent Foreman Electrical Technicians
Situational Awareness	EU Director	Senior Electrical Engineer Electric Superintendent
Operational Practices	Senior Electrical Engineer	Electric Superintendent
System Hardening	Senior Electrical Engineer	Senior Electrical Engineer Electric Superintendent
Public Safety & Notification	EU Director	EU Program Coordinator Management Analyst
Reclosing & De-energization	Senior Electrical Engineer	Senior Electrical Engineer Electric Superintendent Foreman
Wildfire Response & Recovery	Electric Superintendent	COU Fire Chief Senior Electrical Engineer Line Foremen

C. **COORDINATION WITH JOINT POLE INFRASTRUCTURE PROVIDERS**

For joint pole fire prevention, UEU takes the lead role and informs the subordinate providers when UEU identifies any compromised poles due to third-party attachments. UEU coordinates with communication and electric infrastructure providers throughout the year when work on the system effects their equipment and identifies safety issues. If UEU staff discovers a facility in need of repair owned by an entity, UEU may issue a notice to repair to the facility owner and work to ensure that necessary repairs are promptly completed. During emergencies, UEU assumes the primary role and informs providers when there is damage or risk to their equipment.

D. **COORDINATION WITH CITY OF UKIAH DEPARTMENTS Ukiah Valley**

Fire Authority

The Ukiah Valley Fire Authority is the lead agency in cooperation with UEU for implementation of the UEU Wildfire Prevention & Improved Communication Program. UVFA is the City's lead for emergency operations and directs UEU regarding public safety priorities.

Ukiah Electric Utility Wildfire Mitigation Plan

Ukiah Police Department

UEU coordinates with UPD and is subordinate for emergency and public safety issues. UEU will work closely with the UPD for situational awareness and other public safety issues related to this WMP.

Ukiah Public Works Department

UEU is investigating opportunities to harden the electrical system and increase survivability for traffic control, water and wastewater infrastructures. During wildfires and other public safety events, UEU will work closely with Public Works to ensure water/wastewater facilities and other critical infrastructure have power. These facilities are not only critical for defending the City from wildfire, but are essential for safe repopulation following any disaster. Additionally, the Mendocino Transit Authority (MTA) is a critical operation for evacuations during emergencies and will be part of planning and operational review process.

Ukiah Community Services Department

UEU is partnered with the COU Community Services Department as part of the UEU Wildfire Prevention Program for fire fuels mitigation as well as other programs and projects.

Other COU Departments and Administration

UEU, as a member of the City of Ukiah Team, will work to ensure information regarding warnings, alerts, and widespread outages are shared with other departments. The City's Communications Team will be an integral part of getting information out to the media and public and will be coordinated with either and/or both the City's Emergency Management Coordinator as well as any Incident Command in place.

E. CAL OES STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a utility department of the COU located in Mendocino County, UEU may participate in various emergency operation centers depending on the situation and lead agency. As a local governmental agency, COU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. The COU maintains a EOP that includes UEU. The COU works closely with Mendocino County to coordinate emergency operations, including the Mendocino County Sheriff's Office of Emergency Services (OES).

The Mendocino County Sheriff's Office of Emergency Services (OES) coordinates with Federal, State, and local agencies to prepare, respond, and recover from emergencies and natural disasters.

- OES is responsible for maintaining and updating the County Multi Hazard Mitigation Plan, which is an all-hazards plan for Mendocino County.

- OES also coordinates and maintains the county Emergency Operation Center (EOC). The EOC can be used during a major incident to carry out the principles of emergency preparedness and emergency management between multiple agencies.
- The Office of Emergency Services provides technical advice to the Sheriff on local emergency declarations and his direct link to the California Governor's Office of Emergency Services during disasters or any other critical incident. In the event of a major incident OES can work with CAL OES to obtain a Presidential proclamation.
- OES works closely with other local agencies assisting them in preparing emergency plans and in disaster training. OES works as a point of contact for local agencies to the California Governor's Office of Emergency Services.

Pursuant to this structure, UEU coordinates and communicates with the relevant local, state and Federal agencies. This includes participating in City & County EOC exercises as well as providing annual safety meetings. Pursuant to the Emergency Operations Program, an UEU EOC Liaison will participate in the City or County EOC using the standardized Incident Command System (ICS).

4. WILDFIRE RISK AND RISK DRIVERS [PRC-8387 (b)(2)(J)]

This section of the WMP identifies, describes and prioritizes wildfire risks and drivers found within UEU's territory.

A. ENTERPRISE SAFETY AND WILDFIRE RISK METHODOLOGY [PRC-8387 (b)(2)(L)]

To ascertain the level of risk to our system, staff looked at our historic outages caused by animals, birds, vegetation, car-pole accidents, and overhead equipment failures as a way to assess wildfire risk. These events were selected because such events can create circumstances such as wire down or sparking that can result in an ignition source. Additionally, UEU will review historic fire records to see if there are other areas of risk that should be addressed.

B. SYSTEM AND OPERATIONAL RISK

UEU's designs and constructs its electric facilities to meet or exceed the relevant federal, state, or industry standards. UEU uses the CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities and, as such, meets or exceeds all applicable standards in GO 95. Additionally, UEU monitors and follows, as appropriate, the National Electric Safety Code.

Risk drivers associated with design, construction, operations, and maintenance, within our 4.3 square mile service territory include vegetation, overhead equipment, and operational work practices in the CPUC Tier 2 high fire threat areas that account for approximately 10% of UEU's facilities.

- (a) Vegetation near UEU electric lines presents a risk for utility caused wildfires. Mitigation of this risk is done through routine tree trimming and inspections. As outlined in 5A, UEU meets or exceeds the CPUC's GO95 requirements by increasing the radial clearance of branches to 6 feet throughout the COU and up to 12 feet in some areas adjacent to the Tier 2 high fire threat areas.
- (b) Overhead utility equipment can present a risk of a utility caused wildfire. Mitigation efforts include design standards, periodic review of equipment for potential alternates. UEU will review design standards for equipment on a yearly basis for possible modifications.
- (c) Certain work practices or operations can increase the risk of ignition. To mitigate, during red flag conditions, Staff will eliminate unnecessary activities that could result in a utility caused wildfire. Additional inspections may be performed during and after the conclusion of the red flag event.

C. **GEOGRAPHICAL & CLIMATE RISK**

Ukiah typically experiences cool, wet winters and hot, dry summers creating extreme fire weather conditions especially from May through October. Daily temperatures during fire seasons (June-October) can be above 90° Fahrenheit with a relative humidity of less than 30%. Wind conditions throughout the year average 3-5mph, with gusts up to 35mph. Typical vegetation within UEU's service territory include various types of trees including redwood, oak, pine and fir trees as well as annual grasses. Areas of dense brush and annual grasses are present, and result in high fire danger and significant fires especially during wind events. These conditions combine to create extreme fire danger. The risk of catastrophic wildfire in the area increases as the recent trend of drought conditions continue. The west side of Ukiah presents a greater potential for wildfire and is partially classified as a Tier 2 Wildfire Threat Area. Within the Utility's service territory and surrounding areas, the primary wildfire risks include:

- a) Extended drought or periods of below average rainfall can increase dry vegetative fuel loads, increasing wildfire risk. Prolonged drought can also impact and weaken trees. The City's vegetation management program identifies and catalogs tree information, including species, estimated age, diameter, and height. The program assesses diseased or dying trees and allows for removal. Routine visual inspections allow the Utility to remain aware of this risk factor.
- b) Vegetation type; The western hills area contains dense chaparral and mixed hardwood forest, native trees such as California Bay Laurel, Black Oak with significant poison oak and fern undergrowth. A shaded fuel break was constructed along the base of the western hills along the entire length of the City to reduce fuel loads and protect the community from wildfire risk.
- c) Vegetation density in high fire threat areas increases the risk and speed of which wildfire can spread. Increasing vegetation clearance from overhead power lines in high fire threat and adjacent areas lowers the risk of wildfire.
- d) Weather and periods of significant low humidity can dry vegetative fuels and

increase the potential for ignition. The City monitors the National Weather Service for alerts related to red flag warnings and weather events that could potentially effect UEU's service territory to ensure awareness of the elevated risk.

- e) High winds and gusts can down trees, break branches or damage utility equipment. The City monitors the National Weather Service for wind warnings and advisories that affect UEU's service territory. The increased vegetation clearing in high fire threat areas reduces the risk of ignition caused by these events.
- f) Wildfire history in and around the Ukiah city limits is shown in Appendix C

D. CPUC HIGH FIRE THREAT DISTRICTS [PRC-8387 (b)(2)(K)]

UEU will incorporate the California Public Utility Commission's (CPUC) Fire Threat Map (Exhibit A) into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

UEU reviews the CPUC Fire Threat Map annually to identify needed adjustments to hazard threat levels due to changes in urban development and/or vegetation conditions. When adjustments are identified, UEU collaborates with Ukiah Valley Fire Authority and City Departments and CAL FIRE to update the CPUC Fire Threat Map data and UEU's Fire Threat Map accordingly. The UEU's Fire Threat Map depicts the highest fire threat known.

5. WILDFIRE PREVENTION STRATEGY AND PROGRAMS

A. STRATEGY – VEGETATION MANAGEMENT [PRC-8387 (b)(2)(H)]

UEU meets or exceeds the minimum industry standard vegetation management practices. For both transmission and distribution level facilities, UEU meets: (1) GO 95 Rule 35; and (2) the GO 95 Appendix E Guidelines to Rule 35 (See table below). These standards require significantly increased clearances in the High Fire Threat areas. In identified high risk areas that border or are close to Tier 2 wildfire threat areas, the radial clearance of branches or foliage from bare conductors will be increased up to 12', unless such aggressive trimming would cause fatal damage to the tree or if the trimming would create adverse secondary consequences. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. UEU has developed a tree inventory to catalog existing trees and will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance. UEU performs this work with arborists and a contract for tree trimming services as needed. Additionally, vegetation clearing is completed at the base of poles to minimize potential sources of spread.

GO 95
Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

Voltage of Lines	Radial Clearance of Bare Line Conductors from Tree Branches or Foliage
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet

In addition, UEU Wildfire Prevention Program (Appendix A) will include the following enhancements

- No vertical coverage allowed above UEU transmission lines;
- Provide vegetation control in a 30-foot perimeter around the Power Plant and substations conductors.
- For public land, provide easement clear from ground to sky adjacent to UEU facilities, unless to do so would likely result in adverse consequences;
- Work with adjacent customers to get approval for wider clearance on their land. This could include tall, diseased, leaning trees that appear to be at risk of falling into our lines.
- Perform additional vegetation removal for fuels reduction in the easement on an annual rotation to ensure CPUC recommended clearances are maintained based on the fire hazard zone where each transmission and distribution line is located;
- Consider undergrounding areas where heritage trees are prevalent.

B. STRATEGY - ENHANCED INSPECTIONS [PRC-8387 (b)(2)(I)]

Inspections play an important role in wildfire prevention. UEU currently follows the inspection cycles outlined in California General Order 95 and General Order 128. UEU's current inspection activities incorporate several components including annual infrared (IR) patrol of overhead lines and substations, inspection of wood poles, 115 KV lines and GIS data collection and sharing. All patrols and inspections are completed by Journeyman Lineman and documented outlining descriptions of problems found and any action taken to ensure any issues are addressed in a timely manner. If the issues cannot be addressed immediately, work orders are developed and given a priority level with a date for completion. UEU schedules additional patrols in and near the Tier 2 fire threat areas every spring to evaluate any issues prior to fire season. These patrols are documented and addressed in the same manner as the others. Should a critical weather event or ignition happen, inspections would be completed prior to re-energization of any circuit.

Additionally, UEU has implemented the use of unmanned aerial vehicles with IR capability. The frequency of inspections will be increased in the high fire threat areas and when storms or other disasters have significantly impacted our system.

C. STRATEGY - SITUATIONAL AWARENESS

Presently UEU is evaluating to upgrade an automated control management system that can be used during outages. UEU is also investigating advanced metering infrastructure (AMI) technology that has the ability to track customer outages as part of an Outage management System. These systems have not been implemented as of 2024, however AMI is included in the FY25/26 and FY26/27 CIP.

Other efforts will include the following technology in collaboration with Ukiah PD and Ukiah

Valley Fire Authority:

- Use unmanned aerial vehicles during high fire threat days for early detection, infrared inspection of hard to reach areas, and other uses in the interest of public safety;
- Communication system upgrades for wildfire and disaster response and recovery;
- Customer reporting tools for safety issues.

D. STRATEGY - OPERATIONAL PRACTICES

UEU will operate the system in a manner that will minimize potential wildfire risks including taking all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by UEU electric facilities. UEU will take corrective action for deficiencies when the staff witnesses or is notified of improperly install or maintained fire protection measures. In addition to those general principles, several new operational practices will help reduce the risk of wildfire and improve the response time in the event of a fire including:

- During high wildfire, threat periods (red flag warnings) perform only essential work and light work that can be completed while performing observations in areas of concern. Staff may be placed at Orchard substation and Mendocino Hydroelectric power plant with an electrical technician or lineman, posting linemen in various parts of the city where the fire danger is higher, and having other field personnel patrolling the city. All personnel will directly report to Fire/Police any hazardous observations. All available UEU Staff placed on standby.
- Collect and maintain wildfire and system data necessary for the implementation and evaluation of this Wildfire Mitigation Plan.

E. STRATEGY - SYSTEM HARDENING

UEU's electric facilities are designed, constructed, and maintained to meet or exceed the relevant federal, state, or industry standard. UEU treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. UEU meets or exceeds all standards in GO 95. Additionally, UEU monitors and follows, as appropriate, the National Electric Safety Code. In addition to standards, UEU develops a 5-year capital improvement plan that is considering some or all of the following:

- Addition of remote-controlled field reclosers possibly with arc detection technology;
- Clearing poles with operating devices of flammable vegetation around them with a radius of 12'. Perform this for every wood pole with operating devices in the system for resiliency;
- Provide or clear additional access paths along power line easements and to ensure access and ability to perform maintenance.
- As 115KV transmission poles reach end of useful life for Tier 2 areas, replace with steel

poles in kind.

- Engineering – Revise construction standards to implement arc suppression components, raptor framing, squirrel guards, tree wire, lightening arresters, and arc suppression fusing.
- Create design standards for new equipment for remote controlled reclosers and implement into the SCADA system.
- Convert overhead lines to underground as feasible and economic;
- Alternative Technologies- UEU will consider the feasibility of implementing alternative technologies, such as wire-break sensing and arc detection technology, as they become available and cost-effective.
- Replacement of overhead fuses with current limiting, non-arcing models in Tier 2 areas.

F. STRATEGY - PUBLIC SAFETY AND NOTIFICATION

The following is part of this WMP is to ensure a high level of communication with the community during high fire threat periods and disasters.

- Coordinate with UVFA and UPD through the City's EOC during emergencies or large scale outages;
- Utilize communications protocol with County EOC and/or Health and Human Services for notifications to vulnerable groups by utilizing available resources such as reverse 911, Nixle and other City and County wide notification systems;
- Actively update social media using the COU Communications Team.

G. STRATEGY - RECLOSING AND DEENERGIZATION

UEU has prioritized monitoring local and real-time conditions to make proactive decisions regarding power shutoffs and re-energizations. UEU leverages its compact service territory and advanced strategies for ongoing risk assessment and real-time monitoring of local weather, ground conditions, and other system threats. This approach allows UEU to be more responsive to actual hazards, ensuring that power shutoffs are enacted timely and in consultation with the City's Office of Emergency Management, Ukiah Valley Fire Authority, Ukiah Police Department, Cal Fire, and other public safety service partners. This approach is used for the following reasons:

- Our service territory is only 4.3 square miles and relatively compact and visible with proper technology;
- UEU expanded wildfire mitigation activities, including enhanced vegetation management and undergrounding beyond the Tier 2 threat areas in an effort to prevent any ignitions near the higher threat areas;
- Over 50% of the City's 77 miles of distribution is underground;
- All law enforcement, fire and hospital facilities are within Tier 1 boundaries;
- Turning off the power in response to regional forecasts and other limited conditions, rather than localized, real time observations, could negatively affect a large portion of UEU's small service territory. negatively impact ;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;

- UEU may disable automatic reclosing, enable fast-trip protection, or both, on circuits that traverse Tier 2 areas or are considered a fire risk when local conditions indicate it is necessary;
- We plan to use system hardening, situational awareness, vegetation management and the other strategies to avoid shutting off power.

H. **STRATEGY - WILDFIRE RESPONSE & RECOVERY**

- During a high fire threat event, stage fire protection equipment in a ready status and the COU EOC on standby;
- Staff critical assets for coverage and necessary shift changes during fire events;
- Wildfire Response: Execute the City's EOP
- The City of Ukiah Electric Utility is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies including mutual aid. UEU also participate in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across several western states.

I. **PROGRAM – UEU WILDFIRE PREVENTION PROGRAM Appendix A**

J. **PROGRAM – UEU Capital Improvement Plan**

K. **PROGRAM – COU EMERGENCY OPERATIONS PLAN**

6. COMMUNITY OUTREACH AND EDUCATION

COU, UVFA, UPD and UEU will maintain a proactive outreach and education strategy to create public awareness of fire threats, fire prevention, and available support during a wildfire or large power outages. Prior to an emergency, communication will include regular messages related to wildfire prevention, such as right-of-way management, tree trimming, line inspection, or other relevant topics. Methods of communication will include newsletters (Power Line Newsletter), website updates, social media posts, and public service announcements.

7. RESTORATION OF SERVICE [PRC-8387 (b)(2)(M)]

In the event of a wildfire or other emergency event, UEU will staff up to coordinate activities to restore service. UEU will restore power, following an event, in cooperation with UVFA, UPD, and COU Departments.

UEU management will oversee restoration and response activities. If additional staff is needed, UEU may leverage mutual aid agencies, other City of Ukiah staff, and local aid organizations. The utility may also engage contractors on an as-needed basis.

The following describes the steps typically taken to begin the restoration process:

Assessment. UEU crews must patrol each line segment to determine the extent of damage that has occurred. The patrol involves assessing equipment access issues, any cleanup/debris removal issues and determining personal protective equipment requirements for the crews. UEU works with the local agency in charge of the fire to access impacted areas as soon as the area is deemed safe by fire officials.

Planning. After initial assessment, UEU supervisors, managers and engineers meet to plan the needed work. The team will work with system operations to prioritize the restoration efforts, targeting the circuits that serve the most critical infrastructure needs.

Mobilize. Based on the size and complexity of the rebuild/restoration efforts, UEU will coordinate the crews and material needs internally if possible. Mutual aid and contractors may be used on an “as needed” basis to provide additional support. Though UEU maintains a material vendor list and has contracts it can draw on for labor and material needs; though in instance of widespread catastrophic damage necessary materials and labor could experience shortages that may delay work.

Rebuild. The rebuild effort lead by UEU will commence as soon as areas become safe and accessible. The initial efforts will be to get the lines up and restore the damaged circuits. Depending on the extent of damage, demolition may be performed concurrently or after crews start installing new facilities. UEU will incorporate new materials and technologies as indicated and available.

Restore. UEU, mutual aid, or contract crews will restore electric services to homes and businesses as soon as possible after the wildfire. Depending on the extent of damages, residential and business customers may have to perform repairs on their facilities and pass inspections by local agencies prior to having full electric service restored.

In most cases, the following restoration priorities will be followed depending on the specific incident and available resources:

- Public safety in the affected areas;
- Worker safety in performing the restoration work;
- Life-support or critical customers;
- Critical infrastructure Hospitals, Key medical, City & County facilities and accounts; Sheriff's Department and jail, City Police and Fire Departments, other key utility facilities (e.g., water, sewage, gas, citywide communications), Incident Command Site or Base Camp, Incident Evacuation Centers, local broadcast and radio Stations, etc.);
- Major commercial activities/accounts critical to continuity of community services (e.g., gas stations, food stores, home supply stores, repair shops, eateries and lodging facilities, financial institutions, etc.);
- Reduce the total number of customers affected;
- Reduce the length of time customers have been without power.

In directing restoration efforts to best achieve the above priorities, UEU Operations Group personnel will generally find it most efficient to dedicate restoration resources to the following types of facilities in the following order of priority to optimally restore electric services:

- Transmission circuit (115 kV);
- Substation and Mendocino Power Plant Facilities;
- Distribution circuits (600 Amp -12 kV);
- Distribution feeders (200 Amp – 12 kV);
- Distribution transformers;
- Service lines.

8. EVALUATION OF THE PLAN [PRC-8387 (b)(2)(N)]

A. METRICS FOR MEASURING PLAN PERFORMANCE [PRC-8387 (b)(2)(D)]

The purpose of the WMP is to reduce wildfires caused by utility equipment and the incident rate of utility caused wildfires as the primary metric. Other metrics exist to determine if the risk of wildfire is being reduced. Five primary metrics are identified and will be used to measure the effectiveness of UEU's WMP. Note that SP 901 requires consideration of how previous versions of the WMP's metrics have informed the current WMP. Two metrics were originally used in the WMP during years 2020 and 2022; Fire Ignitions and Wires Down. UEU felt that the two original metrics were not sufficient to adequately assess the performance of the plan therefore, for the 2023 WMP update, UEU has added additional metrics to increase oversight into potential ignition sources.

Metric 1: Fire Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- a) UEU facility was associated with the fire;
- b) The fire was self-propagating and of a material other than electrical and/or communication facilities;
- c) UEU has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, UEU will provide information on any known ignitions. The table below provides a summary of known ignitions.

Metric	Calendar Year							
	2020		2021		2022		2023	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Ignitions caused by Utility Equipment	0	0	0	0	0	0	0	1*

* 2023 Grass fire caused by vehicular accident resulting in significant damage to pole and subsequently wire down.

The intent of this metric is to review and investigate equipment that due to its design, age, construction, or condition should be replaced to reduce the risk of wildfire. There was one ignition in 2019 outside of the fire threat area due to a failed porcelain insulator that ignited a rosemary bush at the base of a pole, and it was extinguished before traveling more than one linear meter from the ignition point. This ignition did not meet the City's definition of ignition in the 2020 WMP. The definition was revised in the 2023 WMP to include all ignitions, regardless of the distance of travel. In 2023, a grass fire was started in the Tier 1 area due to a vehicular accident. The fire was contained quickly.

Metric 2: Wires Down

The second metric is the number of distribution and transmission wires downed within UEU's service territory. For purposes of this metric, a wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or onto a foreign object. UEU will divide the wires down metric between wires down inside and outside of the High Fire Threat District. UEU will not normalize this metric by excluding unusual events, such as severe storms. Instead, UEU will supplement this metric with a qualitative description of any such unusual events. The table below summarizes known instances of wires down.

	Calendar Year							
	2020		2021		2022		2023	
Metric	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Wires Down	0	1	0	1*	0	0	0	3
* This incident of wires down was caused by a car crashing into the pole.								

Metric 3: Inspection Records and Maintenance

System inspections and timely maintenance is one of the leading methods to improve system safety and reliability. UEU follows GO 95 and GO 165 for inspection schedules and performs additional patrols of overhead lines in high fire threat areas yearly, beginning in the spring of each year. Needed maintenance or repairs identified during these inspections will be tracked and given priority in the work schedule.

	Calendar Year							
	2020		2021		2022		2023	
Metric	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed
Inspection Records	27	27	27	0	27	0	0*	0**
* No formal records were produced, however, Journeyman patrols are completed regularly.								
** Detailed inspections scheduled for summer 2024								

Metric 4: Vegetation Management

UEU maintains proper vegetation clearance from utility lines with the assistance of qualified high-voltage tree trimming contractors. The contractors work under the direction of the utility's Superintendent to ensure that proper clearance is met. Vegetation management is completed on a yearly basis. All 27 Grids in UEU's service territory are trimmed every year.

Metric 5: Overhead Equipment Failures

The failure of overhead utility equipment can be a source of ignition. This metric will provide the data to recognize any patterns that can be identified to ensure that equipment is replaced proactively. The number of failures will be reported annually.

	Calendar Year							
	2020		2021		2022		2023	
Metric	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Overhead Equipment Failure	2	1	0	0	0	1	1	1

B. IMPACT OF METRICS ON PLAN

In the initial years, UEU anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, UEU will be able to identify areas of its operations and service territory that are disproportionately impacted. UEU will then evaluate potential improvements to the plan.

C. MONITORING AND AUDITING THE PLAN

Review of this WMP will occur annually and any lessons learned will have the highest priority for improving steps in the plan, any reference programs, and the process for implementation. UEU will present this plan to the Ukiah City Council on an annual basis. The comprehensiveness of this WMP will be assessed by an independent evaluator with experience in assessing the safe operation of electrical infrastructure. The independent evaluator shall issue a report that will be presented to the Ukiah City Council and be made available on the City's Website.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

UEU staff and qualified external stakeholders are encouraged to identify Wildfire Mitigation Plan deficiencies or potential deficiencies to the Electric Utility Director as soon as possible when observed. The Electric Utility Director shall evaluate each reported deficiency and, if the deficiency is determined to be a valid plan deficiency, it shall be entered into a log with the following information:

- Date the deficiency was discovered;
- Description of the deficiency;
- Source identifying the deficiency (e.g., Internal Audit);
- Priority based on deficiency severity;
- Assigned corrective action including the date when it must be completed by;
- Assigned staff responsible for completing the corrective action;
- Date corrective action completed.

The Electric Utility Director will go over the log at regularly scheduled Leadership and Supervisor Meetings.

During the 2023, major revision of UEU's WMP, it was determined that the original metrics implemented in the original WMP were not sufficient and needed to be reviewed to ensure that the WMP met UEU's high standards of service. Additional metrics with data from the 2020-2022 years were added to the 2023 revision of the plan and will continue to be monitored.

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

UEU will perform inspections on either an annual, 5-year or 10-year cycle, based on GO 95 and GO 165 or fire mitigation recommendations. Any areas found that need improvement or appear hazardous will be documented with a work order, given a priority, and the work order will be tracked. When completed the work order will have a close date.

The Electric Utility Director will assign qualified internal staff or engage a third party to review and audit the equipment and line inspection programs called out in the Wildfire Mitigation Plan after the completion of the first six months of the plan. The assigned auditor will:

- Review records for the inspection programs;
- Interview staff performing inspections to assess their knowledge of the inspection programs;
- Monitor staff performing inspection activities;
- Review deficiencies noted in the programs;
- Identify systemic issues or problems;
- Note the timeliness of corrective actions;
- Pick a random sample of some completed corrective actions and verify the effectiveness of the corrective actions; and
- Issue a written report of findings.

The Superintendent of Utility Operations will review the audit findings and assign corrective action as applicable. A copy of the audit report will be routed to the Director.

9. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires UEU to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan.

UEU had the Plan reviewed using Power Engineers in June of 2020 following initial approval of the City Council in November 2019.

The report from the independent evaluator is available on UEU's website. The results of the independent evaluator were presented to the Ukiah City Council at a public meeting on June 17, 2020.

Subsequent revisions of the WMP, including the 2023 major update will be presented to the Ukiah Valley Fire Chief to evaluate the plan. The Fire Chief's comments will be treated as an independent auditor and will be incorporated, as needed, into future revisions.

DRAFT

Appendix A

Ukiah Electric Utility Wildfire Prevention Program

1. Introduction

A. Purpose

The purpose of the Ukiah Electric Utility (UEU) Wildfire Prevention Program is to establish a framework for the electric utility to conduct an effective, coordinated program to prevent catastrophic impacts to its infrastructure from wildfire. This program is a significant component of the UEU Wildfire Mitigation Plan required by SB901. The Program aims to prevent the start of wildfires from utility operations in and around the City of Ukiah.

B. Goals & Objectives

- a. Prevent electric utility caused wildfire by identifying hazards that pose a potential threat of ignition.
- b. Prioritize prevention efforts by increasing inspections on overhead lines in tier 2 fire threat areas.
- c. Improve and increase fuel reduction activities conducted during inspections.
- d. Develop enhanced inspection techniques using Infrared Technology.
- e. Develop a drone inspection program for overhead lines.
- f. Create community awareness for utility wildfire prevention.

2. Strategy/Scope of Work

A. Detailed Corrective Maintenance Program Inspections

UEU performs a service territory-wide inspection of its electric distribution system on inspection cycles outlined by General Order 95 (GO95) and General Order 128 (GO128). In general, utilities must patrol their systems once a year in urban areas and conduct detailed inspections at a minimum of every three to five years. These inspections help mitigate wildfire risk by providing additional information about the electric distribution system and conditions that could result in ignition.

UEU will implement a detailed inspection of facilities in the Tier 2 areas of the City on an annual basis, in late spring, and expanding the inspections to include additional fuels reduction and vegetation management in mid-summer. The following resources will be used to accomplish this:

- UEU-CPUC Fire Threat Map
- Department Inspection Checklist

As part of its efforts to make its electric system more resistant to wildfires, UEU designed and actively maintains a vegetation management program aimed at keeping trees and brush clear of power lines. In areas where current GO95 rules are currently met, UEU is evaluating and assessing areas where vegetation management may need to exceed GO95 requirements, eliminating vegetation overhang near power lines and increasing the clearance distances. In identified high risk areas that border or are close to Tier 2 wildfire threat areas, the radial clearance of branches or foliage from bare conductors will be increased to 12'.

UEU's strategy for conducting its vegetation management program focuses on annual, routine inspections. In 2020, UEU began an electronic tree database to project growth and cycles of trimming needed to maintain clearances. The database includes information pertaining to the tree including species, height, diameter, growth rate and clearance. This history provides UEU information on trimming cycles and which trees require work annually.

UEU's vegetation management operations are conducted in compliance with the City's Tree Management Guidelines and the City's Landmark Tree Program Guidelines and Policies. All debris associated with pruning operations are chipped and recycled.

- B. UEU piloted a program utilizing infrared (IR) inspections for overhead distribution equipment in 2019 to identify potential issues on electrical equipment and connections that are not identifiable during visual inspections. These issues could potentially lead to wire down or result in ignition sources on the system. The program proved to be extremely successful identifying several instances that would have resulted in significant outage time and lead the Utility to extend the inspections to include underground facilities. Due to the success of the IR Pilot, UEU intends to create a formalized program for periodic IR inspections. The program will include the assembly of a thermography team that will be responsible for performing quality checks on equipment and facilities. These inspections will initially be performed annually in the high fire threat areas. Frequency of these inspections will be evaluated to determine if yearly inspections are warranted.
- C. UEU has enhanced its existing inspection efforts by implementing and utilizing drones. In spring of 2022, UEU began IR inspections using a drone, providing an up close look at the system infrastructure. This innovative technology is capable of capturing imagery from multiple angles, including above and allows qualified personnel to gain visual perspective that cannot be gained from ground inspections. The images and data obtained by these inspections will be evaluated by engineering staff to assess risk, determine trends and patterns of infractions. Drone technology has the potential to rapidly detect problems before they become a safety issue.
- D. UEU will coordinate with the City Manager's office to educate the public on the UEU's wildfire prevention activities. Dissemination of information will be done through a variety of channels such as UEU's quarterly newsletter, Facebook and the City's website.



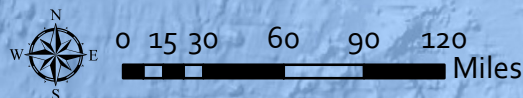
CPUC Fire-Threat Map

Adopted by CPUC January 19, 2018

The data portrayed in the CPUC Fire-Threat Map were developed under Rulemaking 15-05-006, following procedures in Decision (D.) 17-01-009, revised by D.17-06-024, which adopted a work plan for the development of a utility High Fire-Threat District (HFTD) for application of enhanced fire safety regulations. The aforementioned decisions ordered that the HFTD be comprised of two individual map products. One of those map products is this CPUC Fire-Threat Map. The CPUC Fire-Threat Map depicts areas where enhanced fire safety regulations found in Decision 17-12-024, will apply. The final CPUC Fire-Threat Map was submitted to the Commission via a Tier 1 Advice Letter that was adopted by the Commission's Safety and Enforcement Division (SED) with a disposition letter on January 19, 2018. All data and information portrayed on the CPUC Fire-Threat Map are for the expressed use called out in D.17-12-024, and any other use of this map are not the responsibility or endorsed by the Commission or it's supporting Independent Review Team.

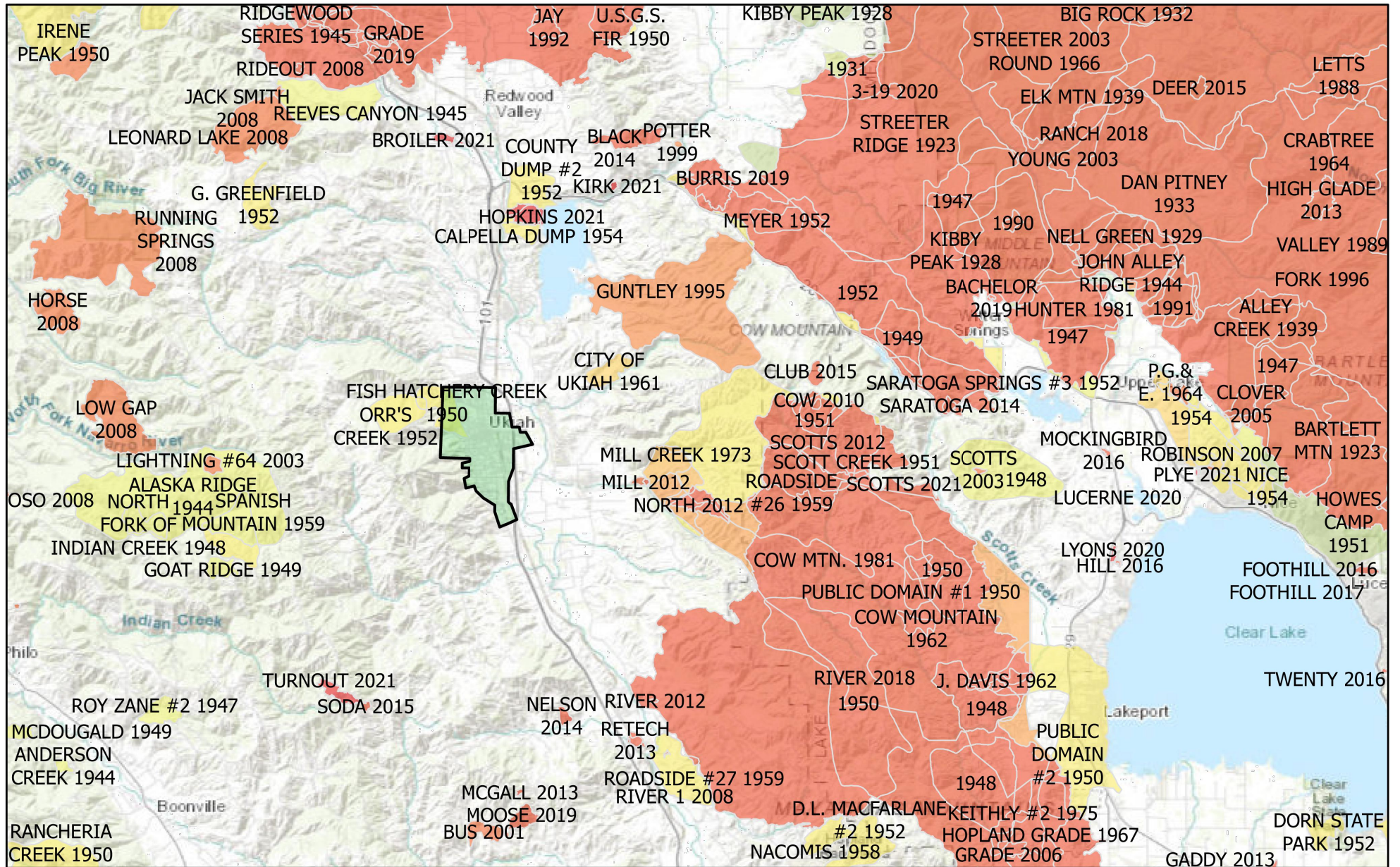
Fire-Threat Areas

-  Tier 2 - Elevated
-  Tier 3 - Extreme
-  Counties



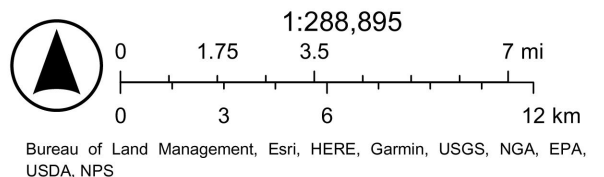
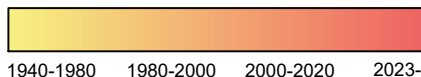
Appendix C - UEU Wildfire Mitigation Plan

HISTORICAL FIRE DATA



5/9/2023

LEGEND:





Ukiah Electric Utility

2024~~3~~ WILDFIRE MITIGATION PLAN

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1. OVERVIEW

A. POLICY STATEMENT

Ukiah Electric Utility has been operating its electric system for over one-hundred years. Public and employee safety is paramount in the operation, construction and maintenance of the electric system. Given recent, catastrophic wildfires in California, the state passed Senate Bill (SB) 901 in September 2018 requiring every publicly owned utility to construct, maintain, and operate its electric facilities in a manner that reduces the risk of utility caused fires. Assembly Bill (AB) 1054 by Assemblyman Holden amended SB901 with the requirement that every publicly owned utility must prepare and present a Wildfire Mitigation Plan (WMP) to its governing body annually and file the plan with the newly created California Wildfire Safety Advisory Board. SB901 requires the WMP's to incorporate key components that are foundational to reducing the risk of utility caused wildfires.

Portions of Ukiah Electric Utility's (UEU) electrical infrastructure is located in and adjacent to California Public Utilities Commission (CPUC) designated Tier 2 wildfire threat areas. Ukiah Electric Utility's overarching goal is to provide safe, reliable, and affordable electric service to its local community. In order to meet this goal, UEU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

This document is Ukiah Electric Utility's Wildfire Mitigation Plan developed in response to the requirements of SB901.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan (WMP) describes the range of activities that UEU is taking or considering, to mitigate the threat of powerline ignited wildfires, including its various programs, policies, and procedures. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter. The Plan will be iterative, promote continuous improvement year-over-year, and represent best efforts to implement industry best practices in a prudent and reasonable manner.

UEU is a department within the City of Ukiah. For wildfire prevention and response, UEU is subordinate to the Ukiah Valley Fire Authority (UVFA) and the City of Ukiah Police Department (UPD).

The City of Ukiah adopted an Emergency Operations Plan (EOP) in 2021 and the Building Community Preparedness and Resilience Program in 2019. The UEU Wildfire Mitigation Plan supports the aspirational goals of these plans in the area of Wildland Fire. The objectives of the Plans specifically supported by this UEU Wildfire Mitigation Plan are as follows:

Ukiah Electric Utility Wildfire Mitigation Plan

1. Educate the public about wildland fire dangers and the steps that can be taken to prevent or minimize their effects.
2. Maintain Emergency Operations Center for coordination of information and resources.
3. Reduce the potential for destructive actions of the fire, should ignition occur, utilizing fire pre-plans, ensuring a properly trained, staffed, and equipped emergency response capability, and timely response to prevent the spread of the fire, minimizing risks to humans and property.
4. Ensure that adequate resources are available to plan for incidents that may occur in the high fire hazard severity zones within the City of Ukiah.

4.

C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN [PRC Section 8387]

This Wildfire Mitigation Plan includes the following elements:

Section 2 - Objectives of the Plan;
 Section 3 - Roles and responsibilities for carrying out the Plan;
 Section 4 - Identification of key wildfire risks and risk drivers;
 Section 5 - Description of wildfire prevention, mitigation, and response strategies and programs;
 Section 6 - Community outreach and education;
 Section 7 - Restoration of service following a wildfire;
 Section 8 - Metrics for evaluating the Performance of the WMP and identifying areas for improvement;
 Section 9 - Independent audit of the Plan.

D. DEFINITIONS AND ACRONYMS

- a. COU or City – City of Ukiah
- b. CPUC - California Public Utilities Commission is a regulatory agency that regulates privately owned public utilities in California.
- c. ICS – Incident Command System is a standardized approach to the command, control and coordination of emergency response.
- d. IR – Infrared technology that uses thermography to recognize hot spots in electrical equipment.
- e. EOP – Emergency Operations Plan is a City Plan, formerly known as the Multi Hazard Emergency Response Plan that establishes communication, facilitates collaboration and ensures compliance with local, state and federal emergency management agencies.
- f. LIDAR – Light detection and ranging is a remote sensing technology that uses light in the form of a pulsed laser to measure distances.

Ukiah Electric Utility Wildfire Mitigation Plan

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- g. MTA – Mendocino Transit Authority
- h. OES – Mendocino County Sheriff's Office of Emergency Services
- i. PRC – Public Resource Code
- j. SCADA – Supervisory Control and Data Acquisition is a computer system for gathering and analyzing real time data.
- k. UEU – Ukiah Electric Utility.
- l. UPD – Ukiah Police Department.
- m. UVFA – Ukiah Valley Fire Authority.
- n. WMP – Wildfire Mitigation Plan refers to this plan as ordered by Senate Bill 901.

2. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN [PRC-8387 (b)(2)(B)]

A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that UEU's transmission and distribution system may be the origin or contributing source for the ignition of a fire as well as to protect the system from wildfire damage.

UEU is continually evaluating prudent and cost-effective improvements to its physical assets, operations, and training to help meet this objective. UEU will implement these changes consistent with this WMP as staffing and budget allow.

B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development and on-going implementation of this plan, UEU will assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration of service.

Other resiliency efforts include mitigating fire fuels in areas that are a threat to our facilities and equipment along with reducing the chance that lives or property will be lost to wildfire. Additionally, improved fire coordination will improve resiliency and help avoid the need for public safety power shut off protocols during high fire threat weather. Fire fuels reduction and improved fire response will be addressed in the UEU Wildfire Prevention Program.

C. WILDFIRE PREVENTION STRATEGIES & PROGRAMS [PRC-8387 (b)(2)(C)]

1. Strategies

The following strategies are part of this Plan and described in more detail in Section 5.

- VEGETATION MANAGEMENT
These strategies help to control vegetation near to UEU overhead transmission and distribution lines so they better adhere to clearance specifications. They also include fire

fuels mitigation and other work ~~in order to prevent our~~the system from causing a fire and to protect our system from fire.

- **ENHANCED INSPECTIONS**
These strategies consist of assessment and diagnostic activities as well as associated corrective actions. The practices in this category aim to ensure all infrastructure is in working condition and vegetation adheres to defined minimum distance specifications.
- **SITUATIONAL AWARENESS**
These strategies consist of methods to improve system visualization and awareness of environmental conditions. The practices in this category aim to provide tools to improve the other components of the plan.
- **OPERATIONAL PRACTICES**
These strategies consist of proactive, day-to-day actions taken to mitigate wildfire risks. The practices in this category aim to ensure UEU is prepared in high-risk situations, such as dry, windy environmental conditions.
- **SYSTEM HARDENING**
These strategies consist of system, equipment, and structure design and technical upgrades that are identified by UEU's engineering staff and implemented through the 5-year Capital Improvement Plan. The practices in this category aim to improve system hardening to prevent contact between infrastructure and fuel sources, such as vegetation and animals. It also includes making the system more resilient to wildfire and other disasters.
- **PUBLIC SAFETY AND NOTIFICATION**
These strategies will focus on ways to engage the community as partners in preventing and identifying wildfire risk. They include improving outage notification and other items in the interest of public safety.
- **RECLOSING AND DEENERGIZATION**
These strategies include discussion of de-energization as well as circuit reclosing.
- **WILDFIRE RESPONSE & RECOVERY**
These strategies consist of procedures to react to wildfire or other related emergency conditions. The practices aim to formalize protocols for these situations, so UEU can provide an adequate response and recovery.
- **STAFFING & STAFF TRAINING**
UEU will not be able to reduce the risk of wildfire without staff. Further, electric department staffing must be maintained at appropriate levels with training to maintain staff knowledge and preparedness. This may include cross training to build redundancies within the department and from ~~time to time~~time-to-time succession planning for known

and pending retirements.

2. Programs

The strategies above will, as budgetary constraints and staffing permit, be developed and implemented through the following programs ~~that are either active or are being created~~ and coordinated as part of this WMP and are described in more detail in Section 5.

- UEU Wildfire Prevention Program - Appendix A
- UEU Distribution Capital Improvement Program
- COU Emergency Response Plan (EOP)

UEU Wildfire Prevention Strategies and Program Matrix

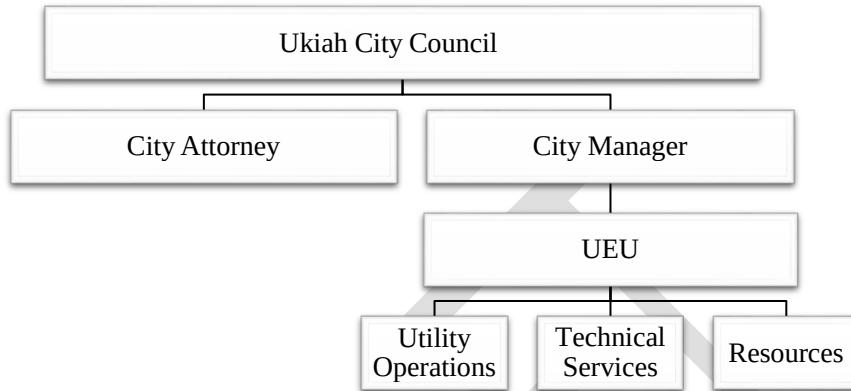
	Wildfire Prevention Plan	5-year Capital Improvement Plan	COU EOP
Vegetation Management	x		
Enhanced Inspections	x	x	
Situational Awareness		x	x
Operational Practices		x	x
System Hardening		x	
Public Safety & Notification	x		x
Reclosing & De-energization	x	x	x
Wildfire Response & Recovery	x		x

D. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. UEU will assess the merits of modifications. This plan will also help determine if more cost-effective measures would produce the same or improved results.

3. ROLES AND RESPONSIBILITIES [PRC-8387 (b)(2)(A)]

A. UEU GOVERNANCE STRUCTURE



This WMP is subject to the direct supervision by the Ukiah City Council (Council, ~~and~~) and will be implemented by the UEU Director ("Director"). The City of Ukiah, a general law city, has a City Council - manager form of governance. The City Council is the Utility Commission for UEU.

B. ROLES AND RESPONSIBILITIES FOR PLAN APPROVAL AND EXECUTION

Approval and Public Input: Ukiah Electric Utility is under the governance of the Ukiah City Council. Every revision of the Wildfire Mitigation Plan is approved by the City Council, at a scheduled City Council meeting. Council meetings are public. The public can review the Staff Report and Wildfire Mitigation Plan 72 hours in advance of the meeting and may provide written comment or attend the meeting in person to be heard. The City Council will either adopt the Plan or provide additional direction to the Staff during the meeting.

Executive Level Responsibility: The Director will oversee implementation and ensure that staff follow procedures and protocols. Additionally, the Assistant Director, or designee, will manage the execution of performance monitoring. This includes providing guidance to staff and leading the development of reports. The staff responsible for each metric area will aggregate relevant metrics at the direction of the ~~Assistant~~ Director.

1. **Program Owners:** The table below outlines the current assignments and are subject to change.

Program	Owner
UEU Wildfire Prevention Program	COU Fire Marshal's Office and UEU Director
UEU Distribution Capital Improvement Program	UEU Director
COU EOP	COU Office of Emergency Management Coordinator

DRAFT

2. **Strategy Leads:** The table below outlines the proposed assignments and are subject to change.

Strategy	Lead Personnel	Key Technical Personnel
Vegetation Management	Electric Superintendent	Senior Electrical Engineer
Enhanced Inspections	Electric Superintendent Electrical Technicians	Senior Electrical Engineer Electric Superintendent Foreman Electrical Technicians
Situational Awareness	EU Director	Senior Electrical Engineer Electric Superintendent
Operational Practices	Senior Electrical Engineer	Electric Superintendent
System Hardening	Senior Electrical Engineer	Senior Electrical Engineer Electric Superintendent
Public Safety & Notification	EU Director	EU Program Coordinator Management Analyst
Reclosing & De-energization	Senior Electrical Engineer	Senior Electrical Engineer Electric Superintendent Foreman
Wildfire Response & Recovery	Electric Superintendent	COU Fire Chief Senior Electrical Engineer Line Foremen

C. **COORDINATION WITH JOINT POLE INFRASTRUCTURE PROVIDERS**

For joint pole fire prevention, UEU takes the lead role and informs the subordinate providers when UEU identifies any compromised poles due to third-party attachments. UEU coordinates with communication and electric infrastructure providers throughout the year when work on the system effects their equipment and identifies safety issues. If UEU staff discovers a facility in need of repair owned by an entity, UEU may issue a notice to repair to the facility owner and work to ensure that necessary repairs are promptly completed. During emergencies, UEU assumes the primary role and informs providers when there is damage or risk to their equipment.

D. **COORDINATION WITH CITY OF UKIAH DEPARTMENTS Ukiah Valley**

Fire Authority

The Ukiah Valley Fire Authority is the lead agency in cooperation with UEU for implementation of the UEU Wildfire Prevention & Improved Communication Program. UVFA is the City's lead for emergency operations and directs UEU regarding public safety priorities.

Ukiah Electric Utility Wildfire Mitigation Plan

Ukiah Police Department

UEU coordinates with UPD and is subordinate for emergency and public safety issues. UEU will work closely with the UPD for situational awareness and other public safety issues related to this WMP.

Ukiah Public Works Department

UEU is investigating opportunities to harden the electrical system and increase survivability for traffic control, water and wastewater infrastructures. During wildfires and other public safety events, UEU ~~closely~~ will work closely with Public Works to ensure water/wastewater facilities and other critical infrastructure have power. These facilities are not only critical for defending the City from wildfire, but are essential for safe repopulation following any disaster. Additionally, the Mendocino Transit Authority (MTA) is a critical operation for evacuations during emergencies and will be part of planning and operational review process.

Ukiah Community Services Department

UEU is partnered with the COU Community Services Department as part of the UEU Wildfire Prevention Program for fire fuels mitigation as well as other programs and projects.

Other COU Departments and Administration

UEU, as a member of the City of Ukiah Team, will work to ensure information regarding warnings, alerts, and widespread outages are shared with other departments. The City's Communications Team will be an integral part of getting information out to the media and public and will be coordinated with either and/or both the City's Emergency Management Coordinator as well as any Incident Command in place.

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E. CAL OES STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a utility department of the COU located in Mendocino County, UEU may participate in various emergency operation centers depending on the situation and lead agency. As a local governmental agency, COU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. The COU maintains a EOP that includes UEU. The COU works closely with Mendocino County to coordinate emergency operations, including the Mendocino County Sheriff's Office of Emergency Services (OES).

The Mendocino County Sheriff's Office of Emergency Services (OES) coordinates with Federal, State, and local agencies to prepare, respond, and recover from emergencies and natural disasters.

- OES is responsible for maintaining and updating the County Multi Hazard Mitigation Plan, which is an ~~all-hazards~~all-hazards plan for Mendocino County.

- OES also coordinates and maintains the county Emergency Operation Center (EOC). The EOC can be used during a major incident to carry out the principles of emergency preparedness and emergency management between multiple agencies.
- The Office of Emergency Services provides technical advice to the Sheriff on local emergency declarations and his direct link to the California Governor's Office of Emergency Services during disasters or any other critical incident. In the event of a major incident OES can work with CAL OES to obtain a Presidential proclamation.
- OES works closely with other local agencies assisting them in preparing emergency plans and in disaster training. OES works as a point of contact for local agencies to the California Governor's Office of Emergency Services.

Pursuant to this structure, UEU coordinates and communicates with the relevant local, state and Federal agencies. This includes participating in City & County EOC exercises as well as providing annual safety meetings. Pursuant to the Emergency Operations Program, an UEU EOC Liaison will participate in the City or County EOC using the standardized Incident Command System (ICS).

4. WILDFIRE RISK AND RISK DRIVERS [PRC-8387 (b)(2)(J)]

This section of the WMP identifies, describes and prioritizes wildfire risks and drivers found within UEU's territory.

A. ENTERPRISE SAFETY AND WILDFIRE RISK METHODOLOGY [PRC-8387 (b)(2)(L)]

~~In order to~~To ascertain the level of risk to our system, staff looked at our historic outages caused by animals, birds, vegetation, car-pole accidents, and overhead equipment failures as a way to assess wildfire risk. These events were selected because such events can create circumstances such as wire down or sparking that can result in an ignition source. Additionally, UEU will review historic fire records to see if there are other areas of risk that should be addressed.

B. SYSTEM AND OPERATIONAL RISK

UEU's designs and constructs its electric facilities to meet or exceed the relevant federal, state, or industry standards. UEU uses the CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities and, as such, meets or exceeds all applicable standards in GO 95. Additionally, UEU monitors and follows, as appropriate, the National Electric Safety Code.

Risk drivers associated with design, construction, operations, and maintenance, within our 4.3 square mile service territory include vegetation, overhead equipment, and operational work practices in the CPUC Tier 2 high fire threat areas that account for approximately 10% of UEU's facilities.

- (a) Vegetation near UEU electric lines presents a risk for utility caused wildfires. Mitigation of this risk is done through routine tree trimming and inspections. As outlined in 5A, UEU meets or exceeds the CPUC's GO95- requirements by increasing the radial clearance of branches to 6 feet throughout the COU and up to 12 feet in some areas adjacent to the Tier 2 high fire threat areas.
- (b) Overhead utility equipment can present a risk of a utility caused wildfire. Mitigation efforts include design standards, periodic review of equipment for potential alternates. UEU~~The City~~ will review design standards for equipment on a yearly basis for possible modifications.
- (c) Certain work practices or operations can increase the risk of ignition. To mitigate, during red flag conditions, Staff will eliminate unnecessary activities that could result in a utility caused wildfire. Additional inspections may be performed during and after the conclusion of the red flag event.

C. GEOGRAPHICAL & CLIMATE RISK

Ukiah typically experiences cool, wet winters and hot, dry summers creating extreme fire weather conditions especially from May through October. Daily temperatures during fire seasons (June-October) can be above 90° Fahrenheit with a relative humidity of less than 30%. Wind conditions throughout the year average 3-5mph, with gusts up to 35mph. Typical vegetation within UEU's service territory include various types of trees including redwood, oak, pine and fir trees as well as annual grasses. Areas of dense brush and annual grasses are present, and result in high fire danger and significant fires especially during wind events. These conditions combine to create extreme fire danger. The risk of catastrophic wildfire in the area increases as the recent trend of drought conditions continue. The west side of Ukiah presents a greater potential for wildfire and is partially classified as a Tier 2 Wildfire Threat Area. Within the Utility's service territory and surrounding areas, the primary wildfire risks include:

- a) Extended drought or periods of below average rainfall can increase dry vegetative fuel loads, increasing wildfire risk. Prolonged drought can also ~~impact~~te and weaken trees. The City's vegetation management program identifies and catalogs tree information, including species, estimated age, diameter, and height. The program assesses diseased or dying trees and allows for removal. Routine visual inspections allow the Utility to remain aware of this risk factor.
- b) Vegetation ~~type; The~~type; The western hills area contains dense chaparral and mixed hardwood forest, native trees such as California Bay Laurel, Black Oak with significant poison oak and fern undergrowth. A shaded fuel break was constructed along the base of the western hills along the entire length of the City to reduce fuel loads and protect the community from wildfire risk.
- c) Vegetation density in high fire threat areas increases the risk and speed of which wildfire can spread. Increasing vegetation clearance from overhead power lines in high fire threat and adjacent areas lowers the risk of wildfire.
- d) Weather and periods of significant low humidity can dry vegetative fuels and

increase the potential for ignition. The City monitors the National Weather Service for alerts related to red flag warnings and weather events that could potentially effect UEU's service territory to ensure awareness of the elevated risk.

- e) High winds and gusts can down trees, break branches or damage utility equipment. The City monitors the National Weather Service for wind warnings and advisories that affect UEU's service territory. The increased vegetation clearing in high fire threat areas reduces the risk of ignition caused by these events.
- f) Wildfire history in and around the Ukiah city limits is shown in Appendix C

D. CPUC HIGH FIRE THREAT DISTRICTS [PRC-8387 (b)(2)(K)]

UEU will incorporate the California Public Utility Commission's (CPUC) Fire Threat Map (Exhibit A) into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

UEU reviews the CPUC Fire Threat Map annually to identify needed adjustments to hazard threat levels due to changes in urban development and/or vegetation conditions. When adjustments are identified, UEU collaborates with Ukiah Valley Fire Authority and City Departments and CAL FIRE to update the CPUC Fire Threat Map data and UEU's Fire Threat Map accordingly. The UEU's Fire Threat Map depicts the highest fire threat known.

5. WILDFIRE PREVENTION STRATEGY AND PROGRAMS

A. STRATEGY – VEGETATION MANAGEMENT [PRC-8387 (b)(2)(H)]

UEU meets or exceeds the minimum industry standard vegetation management practices. For both transmission and distribution level facilities, UEU meets: (1) GO 95 Rule 35; and (2) the GO 95 Appendix E Guidelines to Rule 35 (See table below). These standards require significantly increased clearances in the High Fire Threat areas. In identified high risk areas that border or are close to Tier 2 wildfire threat areas, the radial clearance of branches or foliage from bare conductors will be increased up to 12', unless such aggressive trimming would cause fatal damage to the tree or if the trimming would create adverse secondary consequences. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. UEU has developed a tree inventory to catalog existing trees and will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance. UEU performs this work with arborists and a contract for tree trimming services as needed. Additionally, vegetation clearing is completed at the base of poles to minimize potential sources of spread.

GO 95**Guidelines to Rule 35**

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

Voltage of Lines	Radial Clearance of Bare Line Conductors from Tree Branches or Foliage
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet

In addition, UEU Wildfire Prevention Program (Appendix A) will include the following enhancements

- No vertical coverage allowed above UEU transmission lines;
- Provide vegetation control in a 30-foot perimeter around the Power Plant and substations conductors.
- For public land, provide easement clear from ground to sky adjacent to UEU facilities, [unless to do so would likely result in adverse consequences](#);
- Work with adjacent customers to get approval for wider clearance on their land. This could include tall, diseased, leaning trees that appear to be at risk of falling into our lines.
- Perform additional vegetation removal for fuels reduction in the easement on an annual rotation to ensure CPUC recommended clearances are maintained based on the fire hazard zone where each transmission and distribution line is located;
- Consider undergrounding areas where heritage trees are prevalent.

B. STRATEGY - ENHANCED INSPECTIONS [PRC-8387 (b)(2)(I)]

Inspections play an important role in wildfire prevention. UEU currently follows the inspection cycles outlined in California General Order 95 and General Order 128. UEU's current inspection activities incorporate several components including annual infrared (IR) patrol of overhead lines and substations, inspection of wood poles, 115 KV lines and GIS data collection and sharing. All patrols and inspections are completed by Journeyman Lineman and documented outlining descriptions of problems found and any action taken to ensure any issues are addressed in a timely manner. If the issues cannot be addressed immediately, work orders are developed and given a priority level with a date for completion. UEU schedules additional patrols in and near the Tier 2 fire threat areas every spring to evaluate any issues prior to fire season. These patrols are documented and addressed in the same manner as the others. Should a critical weather event or ignition happen, inspections would be completed prior to re-energization of any circuit.

Additionally, UEU has implemented the use of unmanned aerial vehicles with IR capability. The frequency of inspections will be increased in the high fire threat areas and when storms or other disasters have significantly impacted our system.

C. STRATEGY - SITUATIONAL AWARENESS

Presently UEU is evaluating to upgrade an automated control management system that can be used during outages. UEU is also investigating advanced metering infrastructure (AMI) technology that has the ability to track customer outages as part of an Outage management System. [These systems have not been implemented as of 2024, however AMI is included in the FY25/26 and FY26/27 CIP.](#)

Other efforts will include the following technology in collaboration with Ukiah PD and Ukiah

Ukiah Electric Utility Wildfire Mitigation Plan

Valley Fire Authority:-

- Use unmanned aerial vehicles during high fire threat days for early detection, infrared inspection of hard to reach areas, and other uses in the interest of public safety;
- Communication system upgrades for wildfire and disaster response and recovery;
- Customer reporting tools for safety issues.

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D. STRATEGY - OPERATIONAL PRACTICES

UEU will operate the system in a manner that will minimize potential wildfire risks including taking all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by UEU electric facilities. UEU will take corrective action for deficiencies when the staff witnesses or is notified of improperly install or maintained fire protection measures. In addition to those general principles, several new operational practices will help reduce the risk of wildfire and improve the response time in the event of a fire including:

- During high wildfire, threat periods (red flag warnings) perform only essential work and light work that can be completed while performing observations in areas of concern. Staff may be placed at Orchard substation and Mendocino Hydroelectric power plant with an electrical technician or lineman, posting linemen in various parts of the city where the fire danger is higher, and having other field personnel patrolling the city. All personnel will directly report to Fire/Police any hazardous observations. All available UEU Staff placed on standby.
- Collect and maintain wildfire and system data necessary for the implementation and evaluation of this Wildfire Mitigation Plan.

E. STRATEGY - SYSTEM HARDENING

UEU's electric facilities are designed, constructed, and maintained to meet or exceed the relevant federal, state, or industry standard. UEU treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. UEU meets or exceeds all standards in GO 95. Additionally, UEU monitors and follows, as appropriate, the National Electric Safety Code. In addition to standards, UEU develops a 5-year capital improvement plan that is considering some or all of the following:

- Addition of remote-controlled field reclosers possibly with arc detection technology;
- Clearing poles with operating devices of flammable vegetation around them with a radius of 12'. Perform this for every wood pole with operating devices in the system for resiliency;
- Provide or clear additional access paths along power line easements and to ensure access and ability to perform maintenance.

- As 115KV transmission poles reach end of useful life for Tier 2 areas, replace with steel poles in kind.
- Engineering – Revise construction standards to implement arc suppression components, raptor framing, squirrel guards, tree wire, lightening arresters, and arc suppression fusing.
- Create design standards for new equipment for remote controlled reclosers and implement into the SCADA system.
- Convert overhead lines to underground as feasible and economic;
- Alternative Technologies- UEU will consider the feasibility of implementing alternative technologies, such as wire-break sensing and arc detection technology, as they become available and cost-effective.
- Replacement of overhead fuses with current limiting, non-arcing models in Tier 2 areas.

F. STRATEGY - PUBLIC SAFETY AND NOTIFICATION

The following is part of this WMP is to ensure a high level of communication with the community during high fire threat periods and disasters.

- Coordinate with UVFA and UPD through the City's EOC during emergencies or large scale outages;
- Utilize communications protocol with County EOC and/or Health and Human Services for notifications to vulnerable groups by utilizing available resources such as reverse 911, Nixle and other City and County wide notification systems;
- Actively update social media using the COU Communications Team.

G. STRATEGY - RECLOSING AND DEENERGIZATION

UEU has prioritized monitoring local and real-time conditions to make proactive decisions regarding power shutoffs and re-energizations. UEU leverages its compact service territory and advanced strategies for ongoing risk assessment and real-time monitoring of local weather, ground conditions, and other system threats. This approach allows UEU to be more responsive to actual hazards, ensuring that power shutoffs are enacted timely and in consultation with the City's Office of Emergency Management, Ukiah Valley Fire Authority, Ukiah Police Department, Cal Fire, and other public safety service partners. This approach is used for the following reasons: Staff is evaluating and designing changes to our protection system so that during fire season circuits that are faulted do not attempt to reclose. UEU is currently in the process of designing and installing reclosers with radio communication to allow for remotely changing the reclose parameters. Currently three recloser locations are planned. ~~We will continue to shut off power when directed to by Ukiah Valley Fire, Police, Cal Fire, or other emergency responding agencies.~~ UEU will not preemptively shut off power during high fire threat periods for the following reasons:

- Our service territory is only 4.3 square miles and relatively compact and visible with proper technology;
- UEU expanded wildfire mitigation activities, including enhanced vegetation management and undergrounding beyond the Tier 2 threat areas in an effort to prevent any ignitions near the higher threat areas;

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- Over 50% of the City's 77 miles of distribution is underground;
- All law enforcement, fire and hospital facilities are within Tier 1 boundaries;
- Turning off the power in response to regional forecasts and other limited conditions, rather than localized, real time observations, could negatively affect a large portion of UEU's small service territory, put the community at higher risk to wildfire as it could impact water supplies and also create abnormal human activity that could increase opportunity for fire negatively impact ;
- We plan to have rReal-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- UEU may disable automatic reclosing, enable fast-trip protection, or both, on circuits that traverse Tier 2 areas or are considered a fire risk when local conditions indicate it is necessary;
- We plan to use system hardening, situational awareness, vegetation management and the other strategies to avoid shutting off power.

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H. STRATEGY - WILDFIRE RESPONSE & RECOVERY

- During a high fire threat event, stage fire protection equipment in a ready status and the COU EOC on standby;
- Staff critical assets for coverage and necessary shift changes during fire events;
- Wildfire Response: Execute the City's EOP
- The City of Ukiah Electric Utility is a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies including mutual aid. UEU also participate in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across a number of several western states.

I. PROGRAM – UEU WILDFIRE PREVENTION PROGRAM Appendix A

J. PROGRAM – UEU Capital Improvement Plan

K. PROGRAM – COU EMERGENCY OPERATIONS PLAN

6. COMMUNITY OUTREACH AND EDUCATION

COU, UVFA, UPD and UEU will maintain a proactive outreach and education strategy to create public awareness of fire threats, fire prevention, and available support during a wildfire or large power outages. Prior to an emergency, communication will include regular messages related to wildfire prevention, such as right-of-way management, tree trimming, line inspection, or other relevant topics. Methods of communication will include newsletters (Power Line Newsletter), website updates, social media posts, and public service announcements.

7. RESTORATION OF SERVICE [PRC-8387 (b)(2)(M)]

In the event of a wildfire or other emergency event, UEU will staff up to coordinate activities to restore service. UEU will restore power, following an event, in cooperation with UVFA, UPD, and COU Departments.

UEU management will oversee restoration and response activities. ~~In the event that~~ If additional staff is needed, UEU may leverage mutual aid agencies, other City of Ukiah staff, and local aid organizations. The utility may also engage contractors on an as-needed basis.

The following describes the steps typically taken to begin the restoration process:

Assessment. UEU crews must patrol each line segment to determine the extent of damage that has occurred. The patrol involves assessing equipment access issues, any cleanup/debris removal issues and determining personal protective equipment requirements for the crews. UEU works with the local agency in charge of the fire to access impacted areas as soon as the area is deemed safe by fire officials.

Planning. After initial assessment, UEU supervisors, managers and engineers meet to plan the needed work. The team will work with system operations to prioritize the restoration efforts, targeting the circuits that serve the most critical infrastructure needs.

Mobilize. Based on the size and complexity of the rebuild/restoration efforts, UEU will coordinate the crews and material needs internally if possible. Mutual aid and contractors may be used on an “as needed” basis to provide additional support. Though UEU maintains a material vendor list and has contracts it can draw on for labor and material needs; though in instance of widespread catastrophic damage necessary materials and labor could experience shortages that may delay work.

Rebuild. The rebuild effort lead by UEU will commence as soon as areas become safe and accessible. The initial efforts will be to get the lines up and restore the damaged circuits. Depending on the extent of damage, demolition may be performed concurrently or after crews start installing new facilities. UEU will incorporate new materials and technologies as indicated and available.

Restore. UEU, mutual aid, or contract crews will restore electric services to homes and businesses as soon as possible after the wildfire. Depending on the extent of damages, residential and business customers may have to perform repairs on their facilities and pass inspections by local agencies prior to having full electric service restored.

In most cases, the following restoration priorities will be followed depending on the specific incident and available resources:

- Public safety in the affected areas;
- Worker safety in performing the restoration work;
- Life-support or critical customers;
- Critical infrastructure Hospitals, Key medical, City & County facilities and accounts; Sheriff's Department and jail, City Police and Fire Departments, other key utility facilities (e.g., water, sewage, gas, citywide communications), Incident Command Site or Base Camp, Incident Evacuation Centers, local broadcast and radio Stations, etc.);
- Major commercial activities/accounts critical to continuity of community services (e.g., gas stations, food stores, home supply stores, repair shops, eateries and lodging facilities, financial institutions, etc.);
- Reduce the total number of customers affected;
- Reduce the length of time customers have been without power.

In directing restoration efforts to best achieve the above priorities, UEU Operations Group personnel will generally find it most efficient to dedicate restoration resources to the following types of facilities in the following order of priority to optimally restore electric services:

- Transmission circuit (115 kV);
- Substation and Mendocino Power Plant Facilities;
- Distribution circuits (600 Amp -12 kV);
- Distribution feeders (200 Amp – 12 kV);
- Distribution transformers;
- Service lines.

8. EVALUATION OF THE PLAN [PRC-8387 (b)(2)(N)]

A. METRICS FOR MEASURING PLAN PERFORMANCE [PRC-8387 (b)(2)(D)]

The purpose of the WMP is to reduce wildfires caused by utility equipment and the incident rate of utility caused wildfires as the primary metric. Other metrics exist to determine if the risk of wildfire is being reduced. Five primary metrics are identified and will be used to measure the effectiveness of UEU's WMP. Note that SP 901 requires consideration of how previous versions of the WMP's metrics have informed the current WMP. Two metrics were originally used in the WMP during years 2020 and 2022; Fire Ignitions and Wires Down. UEU felt that the two original metrics were not sufficient to adequately assess the performance of the plan therefore, for the 2023 WMP update, UEU has added additional metrics to increase oversight into potential ignition sources.

Metric 1: Fire Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- a) UEU facility was associated with the fire;
- b) The fire was self-propagating and of a material other than electrical and/or communication facilities;
- c) UEU has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, UEU will provide information on any known ignitions. The table below provides a summary of known ignitions.

Metric	Calendar Year					
	2020		2021		2022	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Ignitions caused by Utility Equipment	0	0	0	0	0	0

Metric	Calendar Year							
	2020		2021		2022		2023	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Ignitions caused by Utility Equipment	0	0	0	0	0	0	0	1*

* 2023 Grass fire caused by vehicular accident resulting in significant damage to pole and subsequently wire down.

The intent of this metric is to review and investigate equipment that due to its design, age, construction, or condition should be replaced to reduce the risk of wildfire. There was one ignition in 2019 outside of the fire threat area due to a failed porcelain insulator that ignited a rosemary bush at the base of a pole, and it was extinguished before traveling more than one linear meter from the ignition point. This ignition did not meet the City's definition of ignition in the 2020 WMP. The definition ~~has been~~ revised in the 2023 WMP to include all ignitions, regardless of the distance of travel. In 2023, a grass fire was started in the Tier 1 area due to a vehicular accident. The fire was contained quickly.

Metric 2: Wires Down

The second metric is the number of distribution and transmission wires downed within UEU's service territory. For purposes of this metric, a wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or onto a foreign object. UEU will divide the wires down metric between wires down inside and outside of the High Fire Threat District. UEU will not normalize this metric by excluding unusual events, such as severe storms. Instead, UEU will supplement this metric with a qualitative description of any such unusual events. The table below summarizes known instances of wires down.

Ukiah Electric Utility Wildfire Mitigation Plan

Metric	Calendar Year					
	2020		2021		2022	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Wires Down	0	1	0	1*	0	0

* This incident of wires down was caused by a car crashing into the pole.

Metric	Calendar Year							
	2020		2021		2022		2023	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Wires Down	0	1	0	1*	0	0	0	3

* This incident of wires down was caused by a car crashing into the pole.

Metric 3: Inspection Records and Maintenance

System inspections and timely maintenance is one of the leading methods to improve system safety and reliability. UEU follows GO 95 and GO 165 for inspection schedules and performs additional patrols of overhead lines in high fire threat areas yearly, beginning in the spring of each year. Needed maintenance or repairs identified during these inspections will be tracked and given priority in the work schedule.

Metric	Calendar Year					
	2020		2021		2022	
	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed
Inspection Records	27	27	27	0	27	0

Detailed Inspections of all OH lines and equipment for all 27 Grids were completed in 2019 and again in 2020

Metric	Calendar Year							
	2020		2021		2022		2023	
	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed	Grids Completed - Patrols	Grids Completed - Detailed
Inspection Records	27	27	27	0	27	0	0*	0**

* No formal records were produced, however, Journeyman patrols are completed regularly.

** Detailed inspections scheduled for summer 2024

Metric 4: Vegetation Management

UEU maintains proper vegetation clearance from utility lines with the assistance of qualified high-voltage tree trimming contractors. The contractors work under the direction of the utility's Superintendent to ensure that proper clearance is met. Vegetation management is completed on a yearly basis. All 27 Grids in UEU's service territory are trimmed every year.

Metric 5: Overhead Equipment Failures

The failure of overhead utility equipment can be a source of ignition. This metric will provide the data to recognize any patterns that can be identified to ensure that equipment is replaced proactively. The number of failures will be reported annually.

Metric	Calendar Year					
	2020		2021		2022	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Overhead Equipment Failure	2	1	0	0	0	1

Metric	Calendar Year							
	2020		2021		2022		2023	
	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area	UEU Territory Inside Tier 2 Threat Area	UEU Territory Outside FT Area
Overhead Equipment Failure	2	1	0	0	0	1	1	1

B. IMPACT OF METRICS ON PLAN

In the initial years, UEU anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, UEU will be able to identify areas of its operations and service territory that are disproportionately impacted. UEU will then evaluate potential improvements to the plan.

C. MONITORING AND AUDITING THE PLAN

Review of this WMP will occur annually and any lessons learned will have the highest priority for improving steps in the plan, any reference programs, and the process for implementation. UEU will present this plan to the Ukiah City Council on an annual basis. The comprehensiveness of this WMP will be assessed by an independent evaluator with experience in assessing the safe operation of electrical infrastructure. The independent evaluator shall issue a report that will be presented to the Ukiah City Council and be made available on the City's Website.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

UEU staff and qualified external stakeholders are encouraged to identify Wildfire Mitigation Plan deficiencies or potential deficiencies to the Electric Utility Director as soon as possible when observed. The Electric Utility Director shall evaluate each reported deficiency and, if the deficiency is determined to be a valid plan deficiency, it shall be entered into a log with the following information:

- Date the deficiency was discovered;
- Description of the deficiency;

Ukiah Electric Utility Wildfire Mitigation Plan

- Source identifying the deficiency (e.g., Internal Audit);
- Priority based on deficiency severity;
- Assigned corrective action including the date when it must be completed by;
- Assigned staff responsible for completing the corrective action;
- Date corrective action completed.

The Electric Utility Director will go over the log at regularly scheduled Leadership and Supervisor Meetings.

During the 2023, major revision of UEU's WMP, it was determined that the original metrics implemented in the original WMP were not sufficient and needed to be reviewed to ensure that the WMP met UEU's high standards of service. Additional metrics with data from the 2020-2022 years were added to the 2023 revision of the plan and will continue to be monitored.

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

UEU will perform inspections on either an annual, 5-year or 10-year cycle, based on GO 95 and GO 165 or fire mitigation recommendations. Any areas found that need improvement or appear hazardous will be documented with a work order, given a priority, and the work order will be tracked. When completed the work order will have a close date.

The Electric Utility Director will assign qualified internal staff or engage a third party to review and audit the equipment and line inspection programs called out in the Wildfire Mitigation Plan after the completion of the first six months of the plan. The assigned auditor will:

- Review records for the inspection programs;
- Interview staff performing inspections to assess their knowledge of the inspection programs;
- Monitor staff performing inspection activities;
- Review deficiencies noted in the programs;
- Identify systemic issues or problems;
- Note the timeliness of corrective actions;
- Pick a random sample of some completed corrective actions and verify the effectiveness of the corrective actions; and
- Issue a written report of findings.

The Superintendent of Utility Operations will review the audit findings and assign corrective action as applicable. A copy of the audit report will be routed to the Director.

9. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires UEU to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan.

UEU had the Plan reviewed using Power Engineers in June of 2020 following initial approval of the City Council in November 2019.

The report from the independent evaluator is available on UEU's website. The results of the independent evaluator were presented to the Ukiah City Council at a public meeting on June 17, 2020.

Subsequent revisions of the WMP, including the 2023 major update will be presented to the Ukiah Valley Fire Chief to evaluate the plan. The Fire Chief's comments will be treated as an independent auditor and will be incorporated, as needed, into future revisions.

DRAFT

Appendix A

Ukiah Electric Utility Wildfire Prevention Program

1. Introduction

A. Purpose

The purpose of the Ukiah Electric Utility (UEU) Wildfire Prevention Program is to establish a framework for the electric utility to conduct an effective, coordinated program to prevent catastrophic impacts to its infrastructure from wildfire. This program is a significant component of the UEU Wildfire Mitigation Plan required by SB901. The Program aims to prevent the start of wildfires from utility operations in and around the City of Ukiah.

B. Goals & Objectives

- a. Prevent electric utility caused wildfire by identifying hazards that pose a potential threat of ignition.
- b. Prioritize prevention efforts by increasing inspections on overhead lines in tier 2 fire threat areas.
- c. Improve and increase fuel reduction activities conducted during inspections.
- d. Develop enhanced inspection techniques using Infrared Technology.
- e. Develop a drone inspection program for overhead lines.
- f. Create community awareness for utility wildfire prevention.

2. Strategy/Scope of Work

A. Detailed Corrective Maintenance Program Inspections

UEU performs a service territory-wide inspection of its electric distribution system on inspection cycles outlined by General Order 95 (GO95) and General Order 128 (GO128). In general, utilities must patrol their systems once a year in urban areas and conduct detailed inspections at a minimum of every three to five years. These inspections help mitigate wildfire risk by providing additional information about the electric distribution system and conditions that could result in ignition.

UEU will implement a detailed inspection of facilities in the Tier 2 areas of the City on an annual basis, in late spring, and expanding the inspections to include additional fuels reduction and vegetation management in mid-summer. The following resources will be used to accomplish this:

- UEU-CPUC Fire Threat Map
- Department Inspection Checklist

As part of its efforts to make its electric system more resistant to wildfires, UEU designed and actively maintains a vegetation management program aimed at keeping trees and brush clear of power lines. In areas where current GO95 rules are currently met, UEU is evaluating and assessing areas where vegetation management may need to exceed GO95 requirements, eliminating vegetation overhang near power lines and

increasing the clearance distances. In identified high risk areas that border or are close to Tier 2 wildfire threat areas, the radial clearance of branches or foliage from bare conductors will be increased to 12'.

UEU's strategy for conducting its vegetation management program focuses on annual, routine inspections. In 2020, UEU began an electronic tree database to project growth and cycles of trimming needed to maintain clearances. The database includes information pertaining to the tree including species, height, diameter, growth rate and clearance. This history provides UEU information on trimming cycles and which trees require work annually.

UEU's vegetation management operations are conducted in compliance with the City's Tree Management Guidelines and the City's Landmark Tree Program Guidelines and Policies. All debris associated with pruning operations are chipped and recycled.

- B. UEU piloted a program utilizing infrared (IR) inspections for overhead distribution equipment in 2019 to identify potential issues on electrical equipment and connections that are not identifiable during visual inspections. These issues could potentially lead to wire down or result in ignition sources on the system. The program proved to be extremely successful identifying several instances that would have resulted in significant outage time and lead the Utility to extend the inspections to include underground facilities. Due to the success of the IR Pilot, UEU intends to create a formalized program for periodic IR inspections. The program will include the assembly of a thermography team that will be responsible for performing quality checks on equipment and facilities. These inspections will initially be performed annually in the high fire threat areas. Frequency of these inspections will be evaluated to determine if yearly inspections are warranted.
- C. UEU has enhanced its existing inspection efforts by implementing and utilizing drones. In spring of 2022, UEU began IR inspections using a drone, providing an up close look at the system infrastructure. This innovative technology is capable of capturing imagery from multiple angles, including above and allows qualified personnel to gain visual perspective that cannot be gained from ground inspections. The images and data obtained by these inspections will be evaluated by engineering staff to assess risk, determine trends and patterns of infractions. Drone technology has the potential to rapidly detect problems before they become a safety issue.
- D. UEU will coordinate with the City Manager's office to educate the public on the UEU's wildfire prevention activities. Dissemination of information will be done through a variety of channels such as UEU's quarterly newsletter, Facebook and the City's website.



AGENDA SUMMARY REPORT

SUBJECT: Award a Unit Price Contract in the Amount of \$130,290.00 for Gobbi Circuit 202 Switching and Reliability Enhancement Project, Specification 24-04, to Wipf Construction, LLC. and Authorize a Corresponding Budget Amendment

DEPARTMENT: Electric Utility

PREPARED BY: Sonu Upadhyay, Senior Power Engineer

PRESENTER: Sonu Upadhyay, Senior Power Engineer

ATTACHMENTS:

1. Specification 24-04
2. Bid Tabulation
3. Wipf Construction Bid

Summary: Council will consider awarding a contract in the amount of \$130,290.00 for Gobbi Circuit 202 Switching and Reliability Enhancement Project, Specification 24-04, to Wipf Construction, LLC.

Background: On May 15, 2024, Council approved plans and specifications (Attachment 1) for Gobbi Circuit 202 Switching and Reliability Enhancement Project. The project will upgrade and reconfigure the electrical infrastructure and primary underground power at three locations; 225 S Orchard Avenue, the southwest corner of Gobbi and Orchard and the 700 Block of East Gobbi.

This work will enhance the switching capability and improve the reliability for electric customers on Orchard Avenue and in the Oak Manor subdivision. The project will consist of all labor and materials for the installation of underground conduits, pedestals, and switches. The Electric Utility crew will install new conductors and associated equipment.

Discussion: On May 16, 2024, the bid was released for Gobbi Circuit 202 Switching and Reliability Enhancement Project, published in the Ukiah Daily Journal, and posted to Bidnet Direct. A bid notice for the project was released to the Builder's Exchanges and contractors on the Qualified Bidder's list.

Bids were opened at 2:00pm on June 11, 2024, with three (3) bidders responding. A copy of the bid tabulation is provided as Attachment 2. Wipf Construction was the lowest responsive and responsible bidder at \$130,290.00 (Attachment 3). Staff recommends awarding the bid to Wipf Construction, LLC in the amount of \$130,290.00.

The engineer's estimate for this project was \$100,000, and is budgeted with funds available in 80126100.80230.18358. Staff is requesting a budget amendment in the amount of \$43,319 to cover the remainder of the project cost and the 10% change order authorization.

Recommended Action: Award contract in the amount of \$130,290.00 for Gobbi Circuit 202 Switching and Reliability Enhancement Project, Specification 24-04, to Wipf Construction, LLC.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 80126100.80230.18358: \$100,000

PROPOSED BUDGET AMOUNT: 80126100.80230.18358: \$143,319

FINANCING SOURCE: 2022 Electric Revenue Bonds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Cindy Sauers, Electric Utility Director; Myles Fisette, Purchasing Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emissions by preventing fires.

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT
SPECIFICATION NO. 24-04**

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

Mandatory Pre-Bid Meeting
10:00 a.m., May 29, 2024
Southwest corner of Gobbi Street & S Orchard Avenue
Ukiah CA 95482

Bids Open: June 11, 2024
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JOSEFINA DUEÑAS – MAYOR
DOUGLAS CRANE – VICE-MAYOR
SUSAN SHER – COUNCIL MEMBER
MARI RODIN – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
CINDY SAUERS - DIRECTOR OF ELECTRIC UTILITY
MARY HORGER – FINANCIAL SERVICES MANAGER
KRISTINE LAWLER – CITY CLERK
R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
MAY 2024

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APPENDIX:

EAST GOBBI STREET 202 CIRCUIT EXTENSION (PMS 751) 2 SHEETS

CITY OF UKIAH ELECTRIC DEPARTMENT ENGINEERING AND CONSTRUCTION STANDARDS

PADMOUNT SWITCH BOX PAD 922 5406

PADMOUNT SWITCH BOX PAD INSTALLATION 317 2426

GROUNDING 314 1008, 311 2011

BUMPER POST 326 1503

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT
SPECIFICATION NO. 24-04

NOTICE IS HEREBY GIVEN that sealed standard proposals for **GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, Specification 24-04**, will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on **Tuesday, June 11, 2024**. Bids shall be addressed to the City Clerk and shall be endorsed "**GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT**". Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at <http://www.cityofukiah.com/meetings/>.

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #1
NEW PED - 225 S ORCHARD AVE - BIG LOTS

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS
7.	MOBILIZATION	1	LS
8.	DEMOBILIZATION	1	LS

ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #2
ORCHARD AND GOBBI ST – NEW PADMOUNT SWITCH

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT
3.	6" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA

**ENGINEER'S ESTIMATE OF QUANTITIES FOR BID ITEM #3
NEW PADMOUNT SWITCH – 751 EAST GOBBI ST**

Item No.	Description	Quantity	Unit of Measure
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	340	LF
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	870	SF
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT
4.	6" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Myles Fisette, Procurement Manager at (707) 463-6225 or by email at mfisette@cityofukiah.com.

A MANDATORY PRE-BID MEETING will be held at 10 :00 a.m., May 29, 2024, at the southwest corner of Gobbi Street & S Orchard Avenue, Ukiah, California 95482.

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

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

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays, and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) or Class C-10 (Electrical) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

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

Dated: _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONCE: May 23, 2024

INSTRUCTIONS TO BIDDERS

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

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

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

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

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

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

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

The work is to be completed within SIXTY (60) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar days delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at **10 a.m., May 29, 2024**, at the southwest corner of Gobbi Street & S Orchard Avenue, Ukiah, California 95482, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other

document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

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

Myles Fisette, Purchasing Manager
Email: mfisette@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at:

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or

her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

(THIS SECTION IS LEFT INTENTIONALLY BLANK)

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

3-07. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-09. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and

surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

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

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

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

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

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

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

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

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the

Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

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

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

7. Apprentices.

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

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of

Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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

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

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

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

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

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequately sized on-site signage indicating that businesses are open during construction. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District and St. Mary's School, that the project streets will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead-end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing. The contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such

portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

7-12. Right of City to Terminate Contract for Convenience. The City may terminate performance of the work called for by the contract documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest. The Contractor shall terminate all or any part of the work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination. After receipt of notice of termination, and except as directed by the Engineer, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Complete any work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the contract documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the contract documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the contract.
6. Submit to the Engineer, within ten (10) calendar days from the effective date of the notice of termination, all of the usual documentation called for by the contract documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

Termination of the contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the work performed. In the event that the City exercises its right to terminate this contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the contract documents, the following amounts:

All actual reimbursable costs incurred according to the provisions of this contract.

1. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
2. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the contract under this Article.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease work on the project until such safety or liability issues are addressed to the satisfaction of the City or the contract is terminated.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of

the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the

Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

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

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

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

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

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

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

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

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

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$250 per day of delay in excess of the time specified for the completion of the work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

SECTION 11. MISCELLANEOUS

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

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

11-03. Claims Procedure. Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq.

and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

- D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

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

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- F. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

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

The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

- G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Scope of Work and Location. All the work to be performed will be within City of Ukiah located at:

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

The scope of work consists of trenching, backfilling, compacting and installing underground conduits, pedestal and padmount switch box.

The vicinity of the work shall be protected from injury by Contractor during construction and until completion of the work. Contractor shall be liable for all damages to such facilities.

Contractor to furnish all labor, methods, materials, tools, permits, licensing, certification, and equipment necessary to complete the work. All work is to be conducted in accordance with accepted industry practices.

The City Electric Department will not perform any work for the Contractor except in an emergency or as determined necessary by the Project Manager to adequately protect the City's electrical or other facilities.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Special provisions and not specifically referred to in this section will be understood to be furnished by the Contractor. All areas or fixtures disturbed by the Contractor's activities shall be restored to their original condition.

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

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

The Contractor should familiarize themselves with the local conditions of the project sites. Failure to do so will in no way relieve them of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Myles Fisette at (707) 463-6225.

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

Section No.	Title
12	General Information
13	Project Details/Scope of Work
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. Plans delineating the scope of work are provided and indexed per Appendix "A" List of Drawings.

12-04. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the works.

12-05. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him of responsibility for compliance with Section 5650 and 12015 of the Fish and Game code or other applicable statutes relating to pollution prevention or abatement.

12-06. License. The Contractor for the work herein shall have proper equipment and possess the necessary skills to complete the work herein. A City Business License is required to contract the work, and Contractor is responsible for obtaining all necessary licenses or permits.

12-07. Location of Work. The locations of work are listed as:

- 225 S Orchard Avenue
- Southwest corner of Gobbi/Orchard
- 700 Block of East Gobbi St

12-08. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-09. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to the public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass until all work is completed.

12-10. Maintaining Traffic. Attention is directed to Section 7-1.08 "Public Convenience." "7-1.09, "Public Safety." "7-1.092. "Lane Closure." and 7-1.095. "Flagging Costs." of the California Standard Specifications.

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

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

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

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

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

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

12-15. Notification of Underground Service Alert (USA). The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1-800-227-2600

SECTION 13 - PROJECT DETAILS/SCOPE OF WORK

13-01. General. Contractor shall be responsible for furnishing all labor, materials, equipment, tools and incidentals necessary for completing the projects at three different locations as shown on the plans and specifications. Locations of the work will be within City of Ukiah, as more specifically in the construction drawings defined in Appendix "A".

- 225 S Orchard Avenue - Work will consist of trenching, backfilling, and compacting, installing 1-4" PVC Schedule 40 conduit, installing one (1) pedestal box pad (provided by City), blacktopping and removing and replacement of sidewalk according to City of Ukiah Electric Department drawing and in conjunction with all specification on the forementioned drawing.
- Southwest corner of Gobbi/Orchard - Work will consist of trenching, backfilling and compacting, installing 4" and 6" PVC Schedule 40 conduits, installing one (1) primary switch box pad (provided by City) and replacement of sidewalk according to City of Ukiah Electric Department drawings and in conjunction with all specification on the forementioned drawing.
- 700 Block of East Gobbi St - Work will consist of trenching, backfilling, compacting, and installing conduits, blacktopping, sidewalk removal and replacement, and other incidental and related work, as shown on the plans and specifications.

CUSTOMER SERVICE OUTAGE TIME SHALL BE CUT TO A MINIMUM AND SHALL NOT EXCEED ONE WORKDAY.

13-01 (a). Insurance Requirements. In addition to the project insurance requirements stated in Section 5,

13-02. Materials. Materials shall be new and of merchantable grade, free from defect. Contractor shall be responsible for providing any and all materials necessary for the completion of the project, which include, but are not limited to, all conduits, conduit sweeps and conduit fittings. Conduit sizes shall be as specified on the plans. Conduit shall be free of dirt, rocks or other obstructions which could prevent, hinder, or harm the installation of cable. Over-Rodding of the conduit shall be completed as indicated on the drawings in Appendix A. Mule Tape must be installed in each conduit. The open end of all conduits must be protected in such a manner that it prohibits dirt and debris from entering. The ends of all stub conduit shall be securely capped. No substitutions shall be permitted from the original specifications unless bidder obtains prior written approval.

13-03. Quantities. The preliminary estimate of the quantities of work to be done and materials to be furnished shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Ukiah does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work or to omit portions of the work that may be deemed necessary or expedient by the City.

Upon completion of successful bid, the Contractor shall furnish to the Engineer a cost break-down for each contract lump sum item.

The contractor shall determine the quantities of the items required to complete all work shown on the plans. Such quantities and their values (including labor, equipment, and materials) shall be included in the cost break-down submitted to the Engineer for approval. The sum of the quantity units' times the unit price shall equal the contract quantities and values used in the cost break-down submitted for approval. Unbalancing of the unit prices will not be allowed.

Overhead, profit, bond premium, temporary construction facilities, and other such items shall be included in each individual unit listed in the cost break-down, however, costs for traffic control system shall not be included.

No adjustment of the compensation will be made in the contract lump sum prices paid for various work items due to any differences between quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these Special Provisions.

The cost break-down shall be submitted to the Engineer within 10 working days after the contract has been approved. The cost break-down shall be approved by the Engineer, in writing, before any partial payments for the items of work will be made. The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment of compensation for the item(s) of work due to the changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in the compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with increases and decreases in the quantity of a contract item of work in accordance with the Contractor bid price.

Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Ukiah, and they have been accepted in writing by the Engineer.

13-04. Payment. Payment will be at the unit price bid and will be compensation in full for all labor, materials, equipment, tools, including all incidentals.

13-05. Trenching and Conduit. Trench depth and location may have to be adjusted slightly in the field to avoid existing facilities. Sewer and water laterals will be encountered. They will have to be worked around and any damage caused by construction activities are the responsibility of the Contractor. The Contractor shall pothole all underground utility locations to determine exact depth prior to trenching. Any damages to City or other utilities caused by trenching or other project operations shall be the Contractor's responsibility to repair to pre-damaged condition.

All conduits shall be mandrelled according to the conduit size.

13-06. Bonding and Grounding If a box is replaced with a ground bed, it must remain intact or be completely replaced should damage occur. This is the responsibility of the Contractor.

Known Ground beds are located at:
SB-N25 (located on drawing 6 of 10), Corner of Gobbi St. and Waugh Lane.

13-07. Maintaining Traffic. The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control".

See Section 13-25 for traffic camera requirements.

Payment – Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

13-08. Dust Control and Watering. Dust control and watering shall conform to the provisions in Sections 10 "Dust Control" and 17 "Watering" of the California Standard Specifications and these Special Provisions.

The Contractor at their expense shall provide their own water for dust control and project construction.

Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

Payment for dust control and watering shall be considered as included in the various items of work and no additional compensation will be allowed, therefore.

13-09. Traffic Control Traffic control shall conform to Section 12 "Construction Area Traffic Control Devices" of the California Standard Specifications and these Special Provisions. Attention is particularly directed to the "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" published by Caltrans. Nothing in these Specifications is to be construed as to reduce the minimum standards set in said manual.

Traffic shall be maintained at all times as provided in these Special Provisions except as otherwise approved by the Engineer.

The Contractor will be required to keep all residents and businesses notified of the work schedule as it affects their access.

The Contractor shall maintain contact with the Ukiah Electric Utility Department dispatch office regarding start and completion of the following:

- Construction activity that may impede emergency vehicles, school buses, etc.
- Construction activity such as trenches or other excavation that prohibit access.
- Construction activity that removes a fire hydrant from service.

The Contractor shall provide the name and telephone number of a person directly responsible for the construction activity to the Ukiah Police and Fire Departments and Life Medical Paramedic Ambulance Service

The City will furnish "No Parking" signs which shall be posted by the Contractor.

The Contractor shall be responsible for supplying, installing, and maintaining such fences, barriers, lights, signs and flaggers as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

All traffic control equipment shall be removed when it is no longer required.

Upon request, the Contractor shall submit to the Engineer a sketch showing the proposed signing and barricading to be used in the project.

All existing warning, regulatory, and information signs shall be maintained in a visible location during all phases of the construction by the Contractor.

If it becomes necessary for the City of Ukiah to replace or place additional barricades to provide adequate safety to the public, the Contractor will be charged \$1 per barricade per day or portion thereof plus the cost of placement and removal. The Contractor will also be charged for replacement of damaged City barricades. The Contractor shall furnish and place barricades within 3 working days. No removal charge will be made if the Contractor returns City barricades to the Municipal Service Center.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in furnishing and placing barricades, warning devices, and for flaggers as may be required by the Engineer shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed, therefore.

13-10. Protection of Existing Facilities Protection of existing facilities shall conform to all the applicable provisions in Section 8-1.10 "Utility and Non-Highway Facilities".

All known obstructions to the work are indicated on the plans. However, the City cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions, and all underground facilities shown on the Plans or brought to the Contractor's attention during the work.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation.

The owning utility shall be immediately notified of any damage which is caused by the operations of the Contractor to any facility, utility, or structure. At the owning utility's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the Engineer.

13-11. Removal Methods All portions of existing concrete to be removed shall be removed in a smooth, neat, vertical plane. Where expansion, contraction or construction joints are not present, the concrete shall be saw cut to a minimum depth of 1-1/2 inches. If an expansion, contraction, or construction joint is within 3 feet of the concrete to be removed, the concrete shall be removed to that joint.

Prior to final paving, all portions of existing pavement to be removed shall be cut on a neat, straight line. Pavement removed outside the removal line shall be cut parallel to and at right angles to the removal line. The face of the cut shall be smooth and shall not overhang the removal area. Drop hammers are not allowed. Jackhammers may be used if the cuts are overlapped and meet the above criteria. Where edges of remaining pavement are raised by the removal method used, they shall be flattened with a mechanical tamper prior to setting frames or replacing pavement.

Where an excavation leaves less than 2 feet of pavement adjacent to the gutter, the remaining pavement shall be removed and replaced.

All removed material, unless otherwise specified, shall become the property of the Contractor, and shall be disposed of outside of the right-of-way.

13-12. Vacuum Excavation All pothole works to expose existing utilities shall be done by vacuum excavation methods. The preferred method of excavation shall be by high pressure air. Use of water fluid for excavation shall only be by permission of the City Engineer. Maximum dimension of the pothole shall be 12 inches by 12 inches. All excavation material shall be removed and disposed of by the contractor. Backfill material shall be Class 2 aggregate base compacted to 90% relative compaction. Prior to paving, the pothole shall be cut to provide a clean vertical edge to pave against. The final dimension of the pothole prior to paving shall be 12 inches by 12 inches maximum. The asphalt concrete shall be a 1/2 inch mix having a depth of 4 inches.

All pothole work shall comply with the Traffic Control provisions of these specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in performing the pothole operation shall be considered as included in the price paid for the various items of work, and no additional compensation will be allowed, therefore.

13-13. Pipe and Structure Excavation, Backfill and Compaction Excavation and backfill for pipe, manholes and miscellaneous structures shall conform to the provisions in Section 19.3 "Structure Excavation and Backfill" of the California Standard Specifications, and these Special Provisions.

Pavement and concrete removal shall conform to Section 13-11 "Removal Methods" of these Special Provisions.

All excavation shall be made to the lines and grades shown on the Plans. Trench edges shall be no closer than 1 foot to the toe of the gutter unless otherwise approved by the Engineer. Where mud, peat or any unstable or objectionable material is encountered at or within 6 inches of the bottom of any excavation, such material shall be removed to a depth of at least 12 inches below the established grade and the trench brought to grade by placing a suitable material thoroughly compacted in place, all as approved by the Engineer.

Trench width, bedding and backfill for pipe shall conform to "Pipe Bedding and Backfill Requirements", as shown on plans.

Ponding or jetting of backfill is not allowed unless specifically shown on the Plans.

Trench backfills shall attain a relative compaction of 90 percent around conduit duct bank and 95 percent within

30" of finish grade. Backfill compaction within the structural section shall be as shown on the Plans. Structural backfill around all structures and manholes shall attain a relative compaction of 92 percent. The Contractor shall be responsible for scheduling compaction testing per City requirements (required every 50 lineal feet of trench). The cost for compaction testing shall be included in the total bid cost.

Backfill in street areas shall be brought to subgrade and the existing surfacing shall be replaced with the structural section shown on the Plans.

Trench backfills shall be accomplished as soon as possible after the pipe has been installed.

The Contractor shall conduct the construction operations so that trench backfill at all intersections is adequate to allow 2-way traffic in both directions during all phases of construction unless otherwise specified.

Payment for pipe and structure excavation and backfill shall be considered as included in the price paid for the various items of work requiring excavation and backfill and no additional compensation will be allowed, therefore.

13-14. Excavation Safety Excavation Safety shall conform to the provisions in Sections 5-1.02A "Trench Excavation Safety Plans" and 7-1.01E "Trench Safety" of the California Standard Specifications and these Special Provisions.

In making excavations for the project, the Contractor shall be fully responsible for providing and installing adequate sheeting, shoring, and bracing as may be necessary as a precaution against slides or cave-ins and to fully protect all existing improvements of any kind from damage.

The Contractor shall obtain a permit from the Division of Industrial Safety and shall submit a copy of the approved permit to the Engineer prior to the start of any excavation greater than 5 foot in depth. The cost of the permit shall be included in the total bid cost. If the shoring and bracing plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

The criteria given by the California Department of Industrial Relations are MINIMA for the conditions shown thereon. In addition to shoring the excavation as specified, it shall be the Contractor's responsibility to provide all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth by said governing agency. The Contractor shall be solely responsible for any damages which may result from failure to provide adequate shoring to support the excavations under any or all the conditions of loading which may exist, or which may arise during the construction project.

The contract price paid per lump sum for excavation safety shall include full compensation for furnishing all labor, materials, permits and equipment and for doing all work involved as specified under these Special Provisions and no additional compensation will be allowed, therefore.

13-15. Sprinklers and Landscaping All sprinkler systems, landscaping, sod, or turf shall be reinstalled to its original condition.

13-16. Clean-Up Clean-up shall conform to the provisions in Section 22 "Finishing Roadway" of the California Standard Specifications and these Special Provisions.

Upon completion of the work, and prior to requesting final inspection, the work area shall be thoroughly cleaned of all rubbish, construction forms, stakes, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

Full compensation for clean-up shall be considered as included in the price paid for the various contract items of work requiring finishing, and no additional compensation will be allowed, therefore.

13-17. Aggregate Base Aggregate base shall be Class 2 and shall conform to the provisions of Section 26 "Aggregate Bases" of the California Standard Specifications and these Special Provisions.

Aggregate grading shall be 3/4" maximum unless otherwise approved by the Engineer. The Contractor shall submit current gradation, R-value, sand equivalent, and durability index test results as requested by the Engineer.

Aggregate base shall not be placed until the subgrade has been approved by the Engineer. In lieu of the placement requirements specified in Section 26, aggregate base material shall be placed upon prepared subgrade in a uniform windrow or layer, and after placing, the material shall be graded, compacted, and watered in accordance with the requirements of Section 26-1.05 "Compaction" of the California Standard Specifications and the construction plans. Motor graders may be used for the aforementioned grading.

Aggregate base shall be compacted as specified in the Standard Specifications to a relative compaction of 95 percent.

Finished grade shall be within 0.05 feet of plan grade.

The contract price paid per ton of aggregate base shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in placing, compacting and watering aggregate base as shown on the plans and as specified in these Special Provisions, and no additional compensation will be allowed, therefore.

13-18. Asphalt Concrete Asphalt concrete shall be 1/2-inch maximum, medium grade, Type A and shall conform to these Special Provisions and the following sections of the Standard Specifications:

39-1	General
39-2	Materials
39-3	Storing, Proportioning and Mixing Materials
39-4.01	Subgrade
39-4.02	Prime Coat and Paint Binder

Paving asphalt shall be PG64-16 conforming to the latest published provisions in Section 92, "Asphalts," of the California Standard Specifications. Asphalt Concrete pavement shall be placed at a minimum compacted thickness as shown on the Plans. Asphalt Concrete pavement shall be placed in lifts; the surface lift shall not exceed a compacted thickness of two (2) inches, initial spreading of asphalt shall be at a mix temperature not less than 250 degrees F. Breakdown compaction shall be completed before the temperature of the mix drops below 200 degrees F. (See Caltrans Std. Spec Section 39-6.01).

Binder Coat (tack coat) shall be Type SS-1, conforming to provisions of the American Asphalt institute Specifications and California Standard Specifications, Section 94, "Asphaltic Emulsions." All articles apply except Article 94-1.07, "Measurement."

Measurement: Asphalt concrete will be measured by the ton as determined by the Public Weighmaster Certificates. Duplicate load slips shall be furnished to the Engineer by and at the sole expense of the Contractor. Where the Contractor has performed unauthorized grinding, the Contractor shall backfill with asphalt concrete to the original subgrade plane shown on the Plans at the Contractor's expense. The Engineer shall calculate the excess quantity of asphalt concrete necessary to backfill to the original subgrade plane and this quantity will be deducted from the total asphalt concrete tonnage installed."

13-19. Asphalt Concrete Trench Paving. Asphalt concrete and the placing thereof shall conform to the requirements of Section 39, "Asphalt Concrete," of the California Standard Specifications, and these Special Provisions.

Final asphalt concrete trench paving shall be 0.45' to 12" outside either side of the trench width.

Asphalts: Temporary paving on all trenches shall be hot mix asphalt concrete installed a minimum 2" thick **placed each day** over the work.

The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of

paving. A different asphalt binder content may be specified for each lift and each location.

General Requirements: The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving will be placed over the work, each day, leaving not more than 100 feet unpaved. This temporary paving shall be removed for final trench paving. The balance of the trench shall be covered with skid resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing and shall be secured per Caltrans requirements. Hot Mix asphalt concrete shall be placed and compacted around all edges of steel plates with a sufficient width and gradual slope to provide a smooth transition to existing pavement.

Finished asphalt trench paving shall be even, smooth riding and have an appearance that is compatible to the surrounding surface, unless proper written approval has been provided by the Engineer.

The Engineer may require additional paving beyond the minimum dimensions shown in STD. 220 (36" beyond the trench wall), or as shown on the plans, where records indicate that the existing pavement or structural section is as shown on the plans.

Payment: Full compensation for furnishing and installing temporary and permanent trench paving shall be considered as included in the prices paid for the pipe items and no additional allowance will be made, therefore.

13-20. Curbs, Sidewalks and Miscellaneous Concrete Curb, gutter, sidewalk, driveways, alley approaches and any other miscellaneous concrete structures shall be constructed as shown on the plans, and applicable City of Ukiah Standard Plans, and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the California Standard Specifications and these Special Provisions. Any damage to curbs, sidewalks, and other concrete because of construction activities are the responsibility of the Contractor to repair to pre-damaged condition.

- a.) **Earthwork:** Earthwork shall conform to the plans and Section 13-12 of these Special Provisions.

The area between the right-of-way line and the back of sidewalk shall be graded to 1/4-inch per foot and sufficient compactive effort and moisture shall be applied to this area to prevent settlement. Voids shall be filled with topsoil, not sand. Water service or other boxes and facilities shall be adjusted to grade.

- b.) **Curb, gutter, and sidewalk:** Curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Side inlets catch basin and drop inlet catch basin concrete may be placed against neat excavation of undisturbed earth.

Concrete retaining walls shall be formed with plywood and all exposed edges shall be edged. After the back form has been removed, the void shall be backfilled to grade with clean native topsoil.

- c.) **Commercial curb, gutter, and sidewalk:** Commercial curb, gutter and sidewalk shall be of monolithic construction. Construction joints shall be edged and shall conform to the existing scoring pattern. Curb, gutter and sidewalk shall be constructed per City of Ukiah Standard Plan.

- d.) **Concrete:** Portland cement concrete shall be Class "B" conforming to Section 90 "Portland Cement Concrete" of the Standard Specifications with a minimum compressive strength of 2500 psi at 28 days.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete".

- e.) Forms: Forming requirements shall conform to the provisions in Section 73-1.04 "Forms" of the California Standard Specifications. If clean neat lines can be cut, the Contractor may pour against undisturbed earth with prior approval by the Engineer. If any sloughing or caving of material occurs, both front and back forms may be required.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material before placing concrete.

- f.) Concrete Reinforcement: Mesh and reinforcing steel shall conform to the provisions in Section 52-1.02 "Materials" of the California Standard Specifications.

All reinforcing steel shall be accurately placed as shown on the plans.

All reinforcement shall be cleaned of dirt, rust, grease, loose scale and any other substance that may prevent concrete bonding. All reinforcement shall be securely positioned and supported so as to maintain the proper position during placement of concrete.

- g.) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40°F during the placing of concrete or within the following 24 hours unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing shall be removed and replaced.

Monolithic curb, gutter and sidewalk or median curb and gutter may be placed with extrusion machinery. The machinery shall be approved by the Engineer prior to use.

The Contractor shall install benchmark monuments as shown on the plans. The City of Ukiah will furnish the benchmark monuments without cost to the Contractor.

If the plans do not call for sidewalk, side inlet catch basins shall be constructed with a 3-foot by 5-foot section unless otherwise indicated on the plans.

- h.) Finishing: After steel troweling, the concrete surfaces shall be given a fine hair broom finish. Brooming on sidewalk shall be transverse to the length of curb.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and as directed by the Engineer.

- i.) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 "Curing Concrete" of the California Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.

- j.) Tolerances: Dimensional tolerances for concrete work are listed below. Work done outside of these tolerances will be rejected by the Engineer.

Curb, gutter, sidewalk thickness: Up to 1/4-inch below specified thickness.

Flow line: Puddles shall not exceed 1/4-inch in depth, 6 inches in width or 10 feet in length. Grinding more than 1/2-inch and the use of epoxy fillers are not acceptable.

Sidewalk crossfall: Total crossfall on 5-foot sidewalks shall be within 1/2-inch of design.

Catch basins: The opening shall be a full 8 inches across the face of the catch basin with the top properly aligned within 3 inches of the base.

- k.) **Payment:** Curb and gutter, sidewalk, street sign posts, driveways and mow strips shall be paid for under the various contract items and shall include full compensation for furnishing all labor, materials, including the cast-iron frames and grates, adjusting facilities within the sidewalk to grade, grading and adjustments at the back of walk, removal of existing facilities, tools and equipment, and for doing all work involved in their construction as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefore.

13-21. Soil and Groundwater Disposal.

13-21 (A) General: Bidder's attention is directed to the fact that the proposed project is in an area that contains no known subsurface petroleum hydrocarbon contamination.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance, and personal protection equipment in accordance with 8CCR Section 5192.

13-21 (B) Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

13-21 (C) Water: Groundwater may be encountered during excavation. If it is encountered, the Contractor shall immediately notify the City. The Contractor shall **remove all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating, and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of

dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trench water, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trench water.

13-22. Traffic Stripes and Pavement Markings Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84, "Traffic Stripes and Pavement Markings," of the California Standard Specifications, City of Ukiah Standards, and these Special Provisions and shall be placed at the locations shown on the plans.

Stripes and pavement markings shall be thermoplastic.

Existing stripes and pavement markings which are damaged by the work shall be replaced. Replaced sections shall match existing sections. Patching is not acceptable in lieu of complete replacement.

Payment: Traffic Stripes and Pavement Markings shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including

- removal of existing striping and markings,
- furnishing all paint and glass beads,
- thermoplastic pavement marking material,
- tape,
- eradication of existing and temporary traffic stripes,
- temporary traffic stripes and pavement markings,
- replacement of damaged stripes and markings,

and doing all the work involved as herein specified and no additional allowance will be made, therefore.

13-23. Signal, Lighting and Electrical Systems All work shall meet the requirements of Section 86-1.02 "Regulations and Code" of the California Standard Specifications.

13-24. Maintaining Existing Systems The Contractor shall maintain existing signal and lighting systems in accordance with Section 86-1.05 "Maintaining Existing and Temporary Electrical Systems" and these Special Provisions.

13-25. Maintaining Traffic and Pedestrian Operations. The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the California MUTCD. All traffic must be permitted to pass through the Work unless otherwise approved by the PM.

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

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

13-26. Accessibility. Where approved in writing by the PM and the Department of Public Works, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination.

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

Activity	Written Approval	Notify	E-mail address	Contact Phone #
Road Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com ssstrader@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6282 (707) 467-5778
Lane Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com ssstrader@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6282 (707) 467-5778
Driveway or Property Access Restriction		Project Manager	tsanto@cityofukiah.com	(707) 467-5778

*Requires 48 hr. advanced notification

13-27. Public Safety. The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

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

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

13-28. Payment. Payment for all work and work requirements specified in this Scope of Work shall be considered as included in the Contract Price and no additional allowances shall be made, therefore.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

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

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended. The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

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

Did you include?...

- **Proposal (Page 41)**
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification (Page 46)**
 - Filled out completely per instruction
- **Worker's Compensation Certificate (Page 47)**
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment (Page 48)**
 - Filled out completely per instruction
- **List of Proposed Subcontractors (Page 49)**
 - Filled out completely per instruction
- **Statement of Experience (Page 50)**
- **Signature of Bidder (Page 51)**
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond (Page 52)**
 - Filled out completely per instruction
- **Non-Collusion Affidavit (Page 53)**
 - Filled out completely per instruction
 - Notarized
- **Iran Contracting Act Certification (Page 54)**
- **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing. Please note that actual acknowledgment of addenda is not required to submit with your bid. Refer to Section 1-11 and 3-07 of the General Conditions.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

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

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

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

BIDDING SCHEDULE

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

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

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

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

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: _____
 SPEC #: 24-04
 PROJECT NAME: GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

**BASE BID ITEM #1
 NEW PED - 225 S ORCHARD AVE - BIG LOTS**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF	\$ _____	\$ _____
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF	\$ _____	\$ _____
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT	\$ _____	\$ _____
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF	\$ _____	\$ _____
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA	\$ _____	\$ _____
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ _____	\$ _____
7.				\$ _____	\$ _____
8.				\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

**BASE BID ITEM #2
 ORCHARD AND GOBBI ST – NEW PADMOUNT SWITCH**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF	\$ _____	\$ _____
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT	\$ _____	\$ _____

3.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT	\$ _____	\$ _____
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF	\$ _____	\$ _____
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

**BASE BID ITEM #3
NEW PADMOUNT SWITCH – 751 EAST GOBBI ST**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	340	LF	\$ _____	\$ _____
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	870	SF	\$ _____	\$ _____
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT	\$ _____	\$ _____
4.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT	\$ _____	\$ _____
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF	\$ _____	\$ _____
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ _____	\$ _____
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

TOTAL BASE BID AMOUNT IN FIGURES➔	
Total Base Bid (#1 through #3) amount in words: _____ Dollars	\$ _____

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

Witness our hands this day of _____, 20____.

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

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

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

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

SPEC 24-04 GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

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

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

DRAFT

SIGNATURE(S) OF BIDDER

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

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

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 11, 2024 for GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, SPEC. NO. 24-04.

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

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

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, SPEC. NO. 24-04 by contract, being duly sworn, deposes and says:

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

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

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

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

My Commission Expires _____, 20 ____.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

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

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

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

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within <<NINETY>> (<<90>>) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full

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

Article III. Labor Discrimination.

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

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

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

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

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

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

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

Article IV. Parts of the Contract.

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

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications

5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Addenda
9. Contract Bonds
10. Contract Drawings and Construction Details
11. Standard Drawings
12. Indemnification Agreement

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

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

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

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

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

Contractor is

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

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

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

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

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

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

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$ _____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

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

_____ dollars (\$ _____)

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

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

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

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

In the presence of:

WITNESS:

_____(SEAL)

(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$ _____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

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

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and _____

_____, as **SURETY,**

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

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

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

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

dated _____

for _____

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

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

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

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

SPEC 24-04 - GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJEC
BID OPENING: 2 PM, JUNE 11, 2024

BASE BID # 1			WIPF CONSTRUCTION LLC		MARZ ENGINEERING		ARB, INC	
			UKIAH, CA		UKIAH, CA		FAIRFIELD, CA	
Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	LF	30	\$225.00	\$6,750.00	\$150.00	\$4,500.00	\$442.95	\$13,288.50
REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	SF	72	\$40.00	\$2,880.00	\$30.00	\$2,160.00	\$23.41	\$1,685.52
4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	FT	40	\$10.00	\$400.00	\$38.00	\$1,520.00	\$23.91	\$956.40
SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	SF	24	\$50.00	\$1,200.00	\$40.00	\$960.00	\$37.24	\$893.76
EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	EA	1	\$4,040.00	\$4,040.00	\$3,500.00	\$3,500.00	\$6,060.64	\$6,060.64
LANDSCAPE REMOVAL AND REPLACEMENT	LS	1	\$820.00	\$820.00	\$600.00	\$600.00	\$3,030.32	\$3,030.32
MOBILIZATION	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$14,414.95	\$14,414.95
DEMOBILIZATION	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$14,414.95	\$14,414.95
	BASE BID # 1		\$16,090.00		\$13,240.00		\$54,745.04	

BASE BID # 2								
Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	LF	80	\$210.00	\$16,800.00	\$160.00	\$12,800.00	\$341.13	\$27,290.40
4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	FT	30	\$10.00	\$300.00	\$38.00	\$1,140.00	\$13.98	\$419.40
6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	FT	100	\$15.00	\$1,500.00	\$55.00	\$5,500.00	\$34.39	\$3,439.00
SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	SF	48	\$50.00	\$2,400.00	\$6,300.00	\$6,300.00	\$37.24	\$1,787.52
EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	EA	1	\$4,300.00	\$4,300.00	\$5,360.00	\$5,360.00	\$6,060.64	\$6,060.64
	BASE BID # 2		\$25,300.00		\$31,100.00		\$38,996.96	

BASE BID # 3								
Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	LF	340	\$129.50	\$44,030.00	\$160.00	\$54,400.00	\$215.79	\$73,368.60
REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	SF	870	\$40.00	\$34,800.00	\$27.00	\$23,490.00	\$23.41	\$20,366.70
4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	FT	180	\$10.00	\$1,800.00	\$38.00	\$6,840.00	\$10.24	\$1,843.20
6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	FT	190	\$15.00	\$2,850.00	\$55.00	\$10,450.00	\$19.37	\$3,680.30
SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	SF	12	\$50.00	\$600.00	\$40.00	\$480.00	\$37.24	\$446.88
EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	EA	1	\$4,000.00	\$4,000.00	\$7,800.00	\$7,800.00	\$6,060.64	\$6,060.64
LANDSCAPE REMOVAL AND REPLACEMENT	LS	1	\$820.00	\$820.00	\$4,780.00	\$4,780.00	\$3,030.68	\$3,030.68
	BASE BID # 3		\$88,900.00		\$108,240.00		\$108,797.00	

TOTAL BID:	\$130,290.00		\$152,580.00		\$202,539.00	
	Sub:	Work:	Sub:	Work:	Sub:	Work:
	N/A		N/A		WIPF CONSTRUCTION, LLC	TRUCKING, TRAFFIC CTRL, AGGREGATES
					DSM CONCRETE, INC	CONCRETE RESTORATION
					CARONE & COMPANY, INC	AC RESTORATION
					UNITED RENTALS	
					NORTH AMERICA, INC	RENTALS, PORTABLE TOILETS
					BAY AREA GEOTECHNICAL GROUP	COMPACTION TESTING

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

FOR

GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT

SPECIFICATION NO. 24-04

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

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

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

BIDDING SCHEDULE

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

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

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

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

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: WIPF CONSTRUCTION LLC
 SPEC #: 24-04
 PROJECT NAME: GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT
 T12type text here

**BASE BID ITEM #1
 NEW PED - 225 S ORCHARD AVE - BIG LOTS**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	30	LF	\$ <u>225.00</u>	\$ <u>6,750.00</u>
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	72	SF	\$ <u>40.00</u>	\$ <u>2,880.00</u>
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	40	FT	\$ <u>10.00</u>	\$ <u>400.00</u>
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	24	SF	\$ <u>50.00</u>	\$ <u>1,200.00</u>
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA	\$ <u>4040.00</u>	\$ <u>4040.00</u>
6.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ <u>820.00</u>	\$ <u>820.00</u>
7.				\$ _____	\$ _____
8.				\$ _____	\$ _____
TOTAL BID ==>>					\$ <u>16,090.00</u>

**BASE BID ITEM #2
 ORCHARD AND GOBBI ST – NEW PADMOUNT SWITCH**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	80	LF	\$ <u>210.00</u>	\$ <u>16,800.00</u>
2.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	30	FT	\$ <u>10.00</u>	\$ <u>300.00</u>

3.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	100	FT	\$ 15.00	\$ 1,500.00
4.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	48	SF	\$ 50.00	\$ 2,400.00
5.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ 4300.00	\$ 4,300.00
TOTAL BID ==>>					\$ 25,300.00

**BASE BID ITEM #3
NEW PADMOUNT SWITCH – 751 EAST GOBBI ST**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Item Total
1.	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24"X59" TRENCH)	340	LF	\$ 129.50	\$ 44,030.00
2.	REMOVE AND REPLACE ASPHALT CONCRETE (24" TRENCH)	870	SF	\$ 40.00	\$ 34,800.00
3.	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	180	FT	\$ 10.00	\$ 1,800.00
4.	6' PVC SCH 40 CONDUIT INCLUDING INSTALLATION (ELECTRIC)	190	FT	\$ 15.00	\$ 2,850.00
5.	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	12	SF	\$ 50.00	\$ 600.00
6.	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PADMOUNT SWITCH BOX PAD (CITY TO PROVIDE)	1	EA	\$ 4000.00	\$ 4,000.00
7.	LANDSCAPE REMOVAL AND REPLACEMENT	1	LS	\$ 820.00	\$ 820.00
TOTAL BID ==>>					\$ 88,900.00

TOTAL BASE BID AMOUNT IN FIGURES→	
Total Base Bid (#1 through #3) amount in words: One hundred, thirty thousand, two hundred,ninety _____ Dollars	\$ 130,290.00

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned. 16

Witness our hands this day of JUNE, 11, 2024.

Licensed in accordance with an act providing for the registration of California Contractors License No. 629598, expiration date 11/30/2025.

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

Department of Industrial Relations Public Works Contractor Registration Number: 1000064006

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

WIPF CONSTRUCTION LLC
1300 Hastings Rd. Ukiah, Ca 95482
707-462-8741

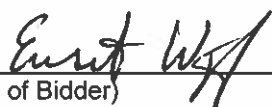

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: WIPF CONSTRUCTION LLC

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

SPEC 24-04 GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT


(Signature of Bidder)

Business Mailing Address:

P.O. BOX 234, UKIAH, CA 95482

Business Location:

1300 Hastings Rd. Ukiah, Ca 95482

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this 11 day of JUNE, 20024

Signature of Bidder, with Business Address:

ERENST WIPF

Wipf Construction LLC

1300 Hastings Rd. Ukiah, Ca 95482

X

Erenst Wipf

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

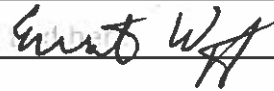
ERENST WIPF

Date 6/11/2024

WIPF CONSTRUCTION LLC

1300 Hastings Rd. Ukiah, Ca 95482

Type and sign



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

LIST OF PROPOSED SUBCONTRACTORS

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

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

STATEMENT OF EXPERIENCE OF BIDDER

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

SEE ATTACHED

[illegible]

WIPF CONSTRUCTION LLC

P O BOX 234
UKIAH, CA 95482

Invoice

Date	Invoice #
11/2/2023	11117

Bill To
Pacific Builders 880 L Street Arcata, CA 95521 ATTN: Darl

DIR#1000064006

P.M. No.

P.O. No.

Serviced	Item	Description	Qty	Rate	Amount
		BILLING #1 - COLLIER			
	Contract	WATER ONSITE 1-FIRE HYDRANT	1	8,220.00	8,220.00
	Contract	OFF SITE WATER 8" WATER MAIN FROM CONNECTION ON COLLIER TO READ CROSSING TO FEED PROJECT. 2-8" VALVES AT CROSSING	420	122.00	51,240.00
	Contract	8" WATER MAIN CROSSING COLLIER TO PROJECT	45	320.00	14,400.00
			Total		
			\$73,860.00		

Phone #

7074628741

WIPF CONSTRUCTION LLC

P O BOX 234
UKIAH, CA 95482

Invoice

Date	Invoice #
3/17/2020	4534A

Bill To
City of Ukiah 300 Seminary Ave Ukiah, CA 95482

PAID
04/22/2020

DIR#1000064006

P.M. No.

P.O. No.

46361-00

Serviced	Item	Description	Qty	Rate	Amount
	Contract	3/11 & 3/12/2020 PROVIDE CONCRETE COLLAR AROUND PRIMARY SPLICE BOX ON ORCHARD & KOHLS	1	10,000.00	10,000.00
	Contract	FORD STREET & ORCHARD		10,000.00	10,000.00
We appreciate your prompt payment.			Total \$20,000.00		

Phone #

7074628741

WIPF CONSTRUCTION LLC

P O BOX 234
UKIAH, CA 95482

Invoice

Date	Invoice #
7/29/2020	5054

Bill To
City of Ukiah 300 Seminary Ave Ukiah, CA 95482

PAID
10/14/2020

DIR#1000064006

P.M. No.

P.O. No.

Serviced	Item	Description	Qty	Rate	Amount
		20-05 BUSH & LOWGAP UNDERGROUND IMPROVEMENT PROJECT 6/24/2020-7/24/2020			
	Contract	REMOVE & REPLACE SIDEWALK	134.25	35.00	4,698.75
	Contract	REMOVE & REPLACE ASPHALT CONCRETE	659	15.00	9,885.00
	Contract	EXCAVATE, TRENCH, BACKFILL	245	110.00	26,950.00
	Contract	BORE 6" CONDUIT	330	120.00	39,600.00
	Contract	4" PVC CONDUIT INCLUDING INSTALLATION	550	3.50	1,925.00
	Contract	EXCAVATE, BACKFILL, INSTALL PEDESTAL BOX PAD	1	5,140.00	5,140.00
	Contract	REMOVE & REPLACE LANDSCAPE	1	2,100.00	2,100.00
	Change Order	EXCAVATE, REMOVE, & REPLACE PRIMARY PULL BOX THAT IS COMPROMISED	1	3,000.00	3,000.00
	Change Order	ADDITIONAL TRENCHING & 22 DEGREE BENDS TO INTERCEPT 4" CONDUIT	1	1,940.00	1,940.00
We appreciate your prompt payment.			Total \$95,238.75		

Phone #

7074628741

WIPF CONSTRUCTION LLC

P O BOX 234
UKIAH, CA 95482

Invoice

Date	Invoice #
9/25/2018	2143

Bill To Pacific Builders 880 L Street Arcata, CA 95521 ATTN: Darl
--

PAID
06/17/2019

DIR#1000064006

P.M. No.

P.O. No.

Serviced	Item	Description	Qty	Rate	Amount
		WILLOW TERRACE- EXTRA			
	Contract	ELECTRIC 40' INTERCEPT EXISTING 4" CONDUIT IN GOBBI STREET & EXTEND INTO PROPERTY		18,300.00	18,300.00
	Contract	30 X 48 PRIMARY PULL BOX		2,000.00	2,000.00
	Contract	10' 1-4" PRIMARY & ONE SECONDARY CONDUIT FROM 30 X 48 BOX TO TRANSFORMER		700.00	700.00
	Contract	120' TRENCH & INSTALL 4" PRIMARY CONDUIT		7,870.00	7,870.00
	Contract	60' 6-4" SECONDARY CONDUIT FRO TRANSFORMER TO SWITCH GEAR		10,500.00	10,500.00
	Contract	TRANSFORMER PAD		4,000.00	4,000.00
		TELEPHONE & CABLE		0.00	0.00
	Contract	60' - TRENCH WITH 1-4" PHONE & 1-4" CABLE		6,600.00	6,600.00
	Contract	17 X 30 CABLE BOX		1,500.00	1,500.00
	Contract	PROVIDE & SET 48 X 78 TELEPHONE BOX		6,000.00	6,000.00
		WILLOW TERRACE - BID			
	Contract	FIRE LINE, DOMESTIC WATER, SEWER		95,772.50	95,772.50
If Acceptable, Please sign and return			Total \$153,242.50		

Phone #

7074628741

SIGNATURE(S) OF BIDDER

Accompanying this proposal is 13,029.00 /pe text here
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

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

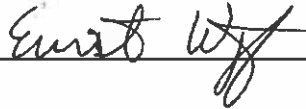
IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the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

ERENST WIPF

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

License No. 629598, License Expiration Date 11/30/2024

Signature(s) of Bidder:



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

Business address: 1300 Hastings Rd. Ukiah, Ca 95482

Place of residence: 1270 Ridgeview Drive, Ukiah, CA 95482

Dated: 6/11/2024



CASHIER'S CHECK

Abstract

410383

Member POC:
200 North School St
Irvine, CA 92612

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST.
MISPLACED OR STOLEN

DATE June 11, 2024

REMITTER ERNEST M WIPF

*****13,029.00

PAY Thirteen Thousand Twenty Nine Dollars AND 00/100

TO THE
ORDER OF
CITY OF UKIAH

NON NEGOTIABLE

PURPOSE GOBBI ORCHARD ELECTRIC PROJECT

CUSTOMER COPY



Member FRC:
200 North School St
Ukiah, CA 95482

CASHIER'S CHECK

Branch: 1

410383

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN

DATE June 11, 2024

REMITTER ERNEST M WIPF

PAY Thirteen Thousand Twenty Nine Dollars AND 00/100

*****13,029.00

TO THE
ORDER OF
CITY OF UKIAH

VOID AFTER 180 DAYS

PURPOSE GOBBI ORCHARD ELECTRIC PROJECT

AUTHORIZED SIGNATURE

1038311

1121040631

0191959

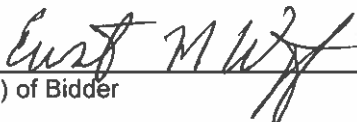
NON-COLLUSION AFFIDAVIT

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

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GOBBI CKT 202 SWITCHING AND RELIABILITY ENHANCEMENT PROJECT, SPEC. NO. 24-04 by contract, being duly sworn, deposes and says:

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



Signature(s) of Bidder

Business Address: P. O. Box 234, Ukiah, CA 95482

Place of Residence: 1270 Ridgeview Drive, Ukiah, CA 95482

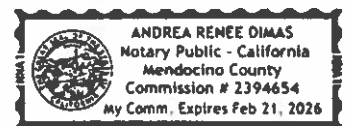
NOTARIZATION

Subscribed and sworn to before me this 11th day of June, 2024.



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

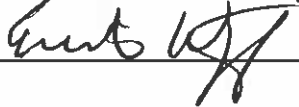
My Commission Expires February 21, 2024.



IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed _____ 

Titled OWNER

Firm WIPF CONSTRUCTION LLC

Date 6/11/2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6225
mfisette@cityofukiah.com



Addendum No. 1

**Request for Bid (RFB)
for
Spec 24-04 Gobbi CKT Switching and Reliability Enhancement Project
June 3, 2024**

The following is Addendum No. 1.

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

1. The following are questions asked and associated responses:

Q1: Will the lot on the southwest corner of Gobbi St and S Orchard Ave be available during this project?

A1: This lot is no longer owned by the City. All communication with the owner will be at the discretion and responsibility of the Contractor.

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

Myles Fisette

Myles Fisette
Purchasing Manger





AGENDA SUMMARY REPORT

SUBJECT: Report of Agreement with First Due LLC in the Amount of \$45,990 for Fire and Emergency Medical Services Software.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison- Fire Chief

ATTACHMENTS:

1. First Due - Contract

Summary: Council will receive a report on an agreement with First Due LLC for Fire and Emergency Medical Services software for the Ukiah Valley Fire Authority.

Background: The Ukiah Valley Fire Authority (UVFA) currently uses numerous software applications for required National Fire Incident Reporting System (NFIRS) reports, National Emergency Medical Services Information System (NEMSIS) reports, as well as scheduling, vehicle inventory and training records.

Discussion: Please refer to Attachment 1 for a copy of the agreement with First Due.

While some of the software applications are able to integrate somewhat, the current setup requires users to enter information into multiple different platforms. In some cases, such as Emergency Medical Services (EMS) reporting, team members have to enter information twice, into two separate systems for a single incident. First Due's software combines seven of the Ukiah Valley Fire Authority's current applications under a single platform, greatly increasing efficiency and the ability to capture data accurately.

Recommended Action: Receive a report on an agreement with First Due LLC for Fire and Emergency Medical Services software.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10521210.52100: \$39,990; 10523600.52100: \$6,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Myles Fisette, Purchasing Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **April 15, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of Ukiah** located at **300 Seminary Ave., Ukiah, CA 95482** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Agreement Billing Information
- a. **Accounts Payable Contact**
- Name: MaryJo Reynolds
- Email: ap@cityofukiah.com
- Phone: (707)463-6293
- b. **Tax Exempt** No (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.
- c. **Purchase Order Required** No (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: 

Name: Andreas Huber

Title: President & CEO

Date: May 30 2024 14:35 PDT

Ukiah Valley Fire Department

By: 

Name: Sage Sangiacomo

Title: City Manager

Date: May 30, 2024



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote
Prepared By: Seth Dinehart
Valid Until: June 30, 2024
Quote Number: 1545132000268755982

BILL TO:
Eric Singleton
Ukiah Valley Fire Department
1500 S State St.
Ukiah, CA 95482

Account: Ukiah Valley Fire Department
Subscription Start: April 15, 2024
Initial Term: 12 months
Annual Subscription: \$36,990.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Advanced Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Investigations Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Incident Reporting – ePCR ePCR Incident Documentation, State and Federal Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Community Connect

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

CAD Integration

Automated importing of CAD calls via XML, Database Connector or API.

Premium Online Training Package

8 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 9,000.00
Subscription Fees Subtotal	\$ 36,990.00
Grand Total	\$ 45,990.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000268755982

Statement of Work | Ukiah Valley Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Ukiah Valley Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

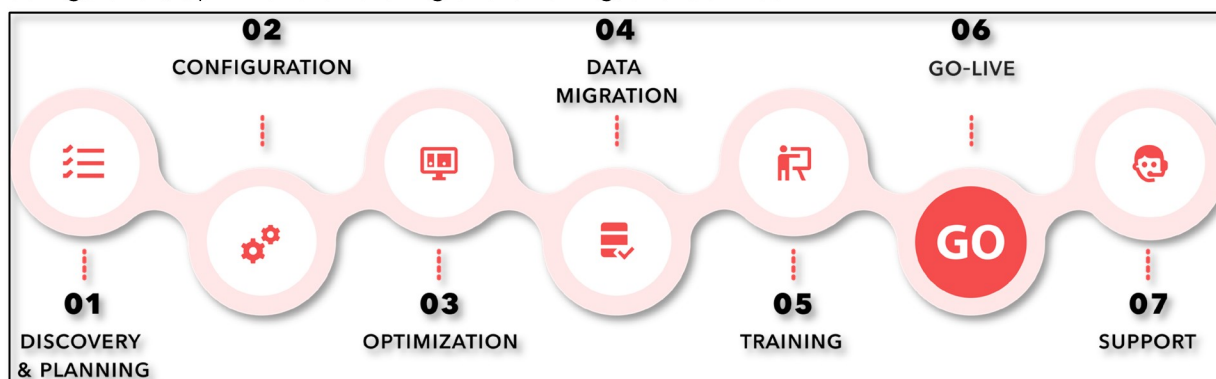
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions**8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.



AGENDA SUMMARY REPORT

SUBJECT: Receive an Update Regarding the City of Ukiah's Western Hills Annexation and Sphere of Influence Amendment Application, LAFCo File No. A-2022-02; Consider Adoption of an Amended City Council Resolution for A_2022-02; and Introduce an Amended Ordinance by Title Only Confirming the Previously Approved Prezoning Districts as Low-Density Residential - Hillside (R1-H) and Public Facilities (PF).

DEPARTMENT: Community Development

PREPARED BY: Jesse Davis, Chief Planning Manager, Maya Simerson, Project & Grant Administrator
PRESENTER: Maya Simerson, Project and Grant Administrator; Craig Schlatter, Community Development Director

ATTACHMENTS:

1. LAFCo Incomplete Letter A-2022-02 (April 19, 2024)
2. Draft Resolution
3. Draft Ordinance
4. Statement of Fair Share Housing Needs A-2022-02 (June 19, 2024)

Summary: The City Council will receive an update regarding the City of Ukiah's Western Hills Annexation and Sphere of Influence (SOI) Amendment application (LAFCo File No. A-2022-02), and consider directing Staff to submit an updated application to the Mendocino Local Agency Formation Commission (LAFCo). The City Council will also consider adoption of an amended resolution and introduction of an Ordinance by title only to facilitate the submission of an updated application to LAFCo that effectively prezones all identified parcels.

Background: The City has a vision and goal to protect Ukiah's western wildland-urban interface (WUI) by preserving open space, conserving forest and stream ecosystems, providing large-scale wildfire mitigation opportunities, and protecting the Upper Russian River Watershed, while facilitating orderly development to reduce sprawl.

To achieve these goals, and at the direction of the City Council, the City has been acquiring lands immediately adjacent to its western city limits over the last several years. The purpose of these acquisitions is to annex such lands into the City for open space preservation, public facility purposes, wildfire protection, and limited residential development. Presently, the City is proposing to annex approximately 792 acres known as the 'Western Hills Annexation Area,' comprising both City-owned and privately-owned property. For a detailed review of the timeline and history associated with the Western Hills Annexation Area, please review the City's Western Hills Annexation web page (<https://cityofukiah.com/western-hills-annexation-request-sphere-of-influence-amendment/>).

The most recent action undertaken by the City Council occurred on December 6, 2023. At their regular meeting on this date, the City Council approved an amendment to the 'Western Hills Annexation Area' (to include APN 003-190-11), confirmed the prezoning, and adopted an Addendum to the 2021 Western Hills Project Initial Study and Mitigated Negative Declaration (SCH No. 2021040428).

Subsequently, on March 14, 2024, the City submitted the revised application to LAFCo. On April 19, 2024,

LAFCo provided the City of Ukiah with an 'Incomplete Letter' (Attachment 1), which is specifically addressed within the Discussion section of this staff report.

Discussion: Staff provides the following updates to the City Council regarding items identified in the 'Incomplete Letter' dated April 19, 2024 (Attachment 1) from the Mendocino Local Agency Formation Commission for the City of Ukiah's Western Hills Annexation and Sphere Amendment (File No. A-2022-02):

1. Adoption of property tax exchange agreement(s) per Revenue and Taxation Code (RTC) Section 99.

On June 5, 2024, the Mendocino County Board of Supervisors adopted a Resolution approving a Master Tax Sharing & Housing Agreement between the County of Mendocino, the City of Fort Bragg, the City of Point Arena, the City of Ukiah, and the City of Willits. On June 19, 2024, the Ukiah City Council will review and consider adoption of the approved Master Tax Sharing & Housing Agreement. The other three cities will each consider the agreement within the next 45 days.

2. A Land Use Designation needs to be established for APN 003-190-11 for General Plan consistency findings.

The amended Resolution (Attachment 2) and Ordinance (Attachment 3) were revised to address this consideration. Across the Western Hills Annexation Area parcels proposed for residential development are pre-zoned Low Density Residential-Hillside (R1-H) and feature a Hillside Residential (HR) General Plan – Land Use Designation; parcels proposed for public uses are pre-zoned Public Facilities (PF) and feature a General Plan – Land Use Designation: Public (P).

3. Effectively Prezone all proposed annexation parcels that were added after City Ordinance No. 1217, in accordance with GOV §56375(a)(7).

The amended Resolution (Attachment 2) and Ordinance (Attachment 3) address this consideration. On December 6, 2023, the City Council approved the rezoning designations for APN 003-190-11, but did not introduce or adopt an Ordinance, as necessitated by Mendocino LAFCo. Staff notes that the hearing of the City Council on December 6, 2023 considered and explicitly discussed rezoning considerations, as did the Planning Commission hearing that preceded it.

4. Submit Exhibits A and B and Attachments 1 and 2 to City Resolution No. 2023-42. Note that we do not have record of a prior Resolution of Application.

The amended Resolution (Attachment 2) and Ordinance (Attachment 3) address this consideration. Staff notes that City of Ukiah Resolution No. 2023-42 included the statement, *"The City Council approves the Western Hills Annexation Area amendment, rezoning and associated actions."* Upon review, Staff notes that the original submission of A_2022-02 did not feature a Resolution of Application, but did include Ordinance No. 1217.

5. Submit a brief written description of the public right-of-way or easements involved in the proposal per Project Information #3 from the Justification of Proposal.

On April 23, 2024, Staff identified and provided the public right-of-way and easements considerations as detailed in the Purchase Agreement (COU #2122-201). Right-of-way and easement considerations apply to access and utility considerations for residential development, as well as public trail considerations. Staff understands the provided materials to be sufficient, but is able to provide additional clarification to LAFCo, if required.

6. We will continue working together to address the fair shares of the regional housing needs documentation process (GOV §65580).

Staff updated the submitted Statement of Fair Share Housing Needs for A-2022-02 (Attachment 4) to address

considerations related to California Code, Government Code - GOV § 65584.07(a), which requires the following:

- The county's share of low-income and very low income housing shall be reduced only in proportion to the amount by which the county's share of moderate- and above moderate-income housing is reduced.

Originally, the City and County had agreed to transfer only low-income housing as a component of the fair share housing requirements. Given the requirements Government Code §65584.07(a), however, this agreement has been updated to convey a proportional split between moderate-income and low-income units.

Another consideration for A-2022-02 is that under the California Government Code, if an allocation is granted, the city that received a transfer shall adopt or amend its housing element within 30 months of the effective date of incorporation. The county that received a transfer shall amend its housing element within 180 days of the effective date of the transfer.

City Staff consulted the Mendocino County Planning and Building Services Department, and intend to request that the Mendocino Council of Governments (MCOG) apply the proposed fair share considerations to the 7th Housing Cycle allocation, recognizing that the proposed residential parcels are unlikely to be developed within the remaining years of the 6th Cycle, which concludes in 2027, and therefore those units are more appropriately applied to the upcoming 7th Cycle using the formula identified in the pending Master Tax Share Agreement.

7. Please address the attached and below comments from other agencies related to the proposed annexation map and written description.

Staff worked closely with the City's contracted professional surveyor, Mendocino County Department of Transportation, Mendocino County Information Services, as well as LAFCo to ensure that the updated plat and legal descriptions meet their specifications and requirements. A revised legal description and plat for the Western Hills Annexation Area has been finalized and provided to LAFCo staff for confirmation or further revisions. The amended resolution (Attachment 2) and ordinance (Attachment 3) now cite the updated and most-current legal description and plats as Exhibit(s) C.

8. CEQA Note, UVFD Annexation, UVSD & CSA 3 Detachment.

With regard to CEQA, Staff anticipates that all new residential development, even the '2022 - Clean-Up/Correction Parcels' will require discretionary review, due to the topography and applied zoning designations. Given these development requirements, site specific and cumulative environmental considerations will be assessed as new entitlements are evaluated. Additionally, it is expected that the subject parcels will be sold and developed incrementally. Given past examples of residential development subject to the City's Hillside combining district, it would be unprecedented for the build-out of all units to occur in a coordinated, immediate and comprehensive manner. Rather, it is expected that parcels will be sold and developed individually over the course of the next (5) five to (10) ten years. While access to municipal water and sewer becomes available to undeveloped 'Clean-Up/Correction' parcels, no extension of infrastructure is contemplated at this time.

In consultation with the City Manager's Office, the Ukiah Valley Fire Authority (UVFA), and the City of Ukiah Public Works Department, it has been determined that it is not appropriate to further amend LAFCO File No, A-2022-02 at this time. The City of Ukiah, however, notes the considerations raised by LAFCo and Mendocino County regarding CSA 3 and UVSD, and will address them when future applications for annexation or reorganization are considered.

Recommended Action: (1) Direct Staff to submit an updated application to LAFCo; (2) Adopt an amended Resolution for the City of Ukiah's Western Hills Annexation and Sphere of Influence (SOI) Amendment Application as specified in the Initial Study/Mitigated Negative Declaration (SCH No. 2021040428) previously adopted on December 6, 2023; and (3) Introduce by title only an amended ordinance confirming the previously approved Rezoning districts as Public Facility ("PF") and Low Density Residential-Hillside ("R1-H").

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, David Rapport, City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): **5b** – Protect against sprawl through completion of annexations. **10a** – Protect from dangerous emission by preventing fires.

GENERAL PLAN ELEMENTS (GP): LU 6; LU 7; LU 8; LU 11.3; LU 13; ED 4.1; PFS 1; PFS 1.1; PFS 12; PFS 12.3

Approved: 
Sage Sangiacomo, City Manager

MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482
Telephone: (707) 463-4470 | E-mail: eo@mendolafco.org | Web: <http://mendolafco.org>

April 19, 2024

Jesse Davis
Chief Planning Manager, City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Application Deemed Incomplete Pursuant to GOV §56658(c)
City of Ukiah Western Hills Annexation and Sphere Amendment (File No. A-2022-02)

Dear Mr. Davis,

We have reviewed the Change of Organization proposal for the City of Ukiah Western Hills Annexation and Sphere Amendment (File No. A-2022-02) resubmitted on March 21, 2024. This application was originally submitted on June 8, 2022 and was not a complete submittal since several application components were pending at that time. We have identified the following project incomplete items that need to be addressed prior to issuance of a Certificate of Filing pursuant to GOV §56658(f) and scheduling the matter for Commission consideration.

1. Adoption of property tax exchange agreement(s) per Revenue and Taxation Code (RTC) Section 99.

Please note that we sent a Notice of Filing pursuant to RTC §99(b) on March 21, 2024 to the County Assessor and Auditor, with a copy to the CEO and Board of Supervisors, to commence the process. When the Master Tax Share Agreement is approved by all agencies, this item no longer applies.

2. A Land Use Designation needs to be established for APN 003-190-11 for General Plan consistency findings.
3. Effectively Prezone all proposed annexation parcels that were added after City Ordinance No. 1217, in accordance with GOV §56375(a)(7).
4. Submit Exhibits A and B and Attachments 1 and 2 to City Resolution No. 2023-42. Note that we do not have record of a prior Resolution of Application.
5. Submit a brief written description of the public right-of-way or easements involved in the proposal per Project Information #3 from the Justification of Proposal.
6. We will continue working together to address the fair shares of the regional housing needs documentation process (GOV §65580).
7. Please address the attached and below comments from other agencies related to the proposed annexation map and written description.
 - a) In the first line on page 1, "All that real property....", change "situate" to "situated".
 - b) Lester Carter's PLS stamp is dated "3-31-24" which has expired; update the PLS stamp to be current.

April 19, 2024

- c) Correct "Yokaya" to "Yokayo" on sheet 1, SE city boundary line.
- d) Expand the course column on the table to show the courses instead of "....."
- e) Remove the usage of Exhibits A and B, as well as associated references (note #3).
- f) Correct the text in line 35 of the description where it reads "...1326.72 feet to the **northwest one-sixteenth** corner of Section 25.", to read as follows: "...the **west one-sixteenth** corner between Section 24 and Section 25."
- g) On the first page of the legal description, 5th line down from the top, correct "Charles T. Healy" to "Charles T. Healey".

CEQA Note

While the MND Addendum for the Ukiah Western Hills Open Land Acquisition and Limited Development Agreement Project does not explicitly address LAFCo actions (annexation and sphere amendment), there is some analysis of these items under impact discussion sections which should be adequate for our purposes. It is noteworthy that the MND Addendum does not address the post-annexation conditions of development potential for the Noguera and larger Werra parcels, and availability of public water to these parcels, because there are currently no development plans. The MND Addendum also does not address the post-annexation conditions of availability of public water to the planned development parcels (because on-site well water is intended to serve these parcels), or availability of new public sewer to planned development parcels 4, 5, 6, and 7. There is a relatively low amount of residential development anticipated (up to 20 residences) for the development parcels, and the determination that the environmental impacts will be less than significant appears reasonable.

Future UVFD Annexation Note

Note that the area currently proposed for City annexation will not be part of the Ukiah Valley Fire District (UVFD) unless and until a subsequent UVFD annexation proposal is approved by LAFCo.

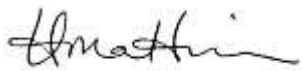
Future Districts Detachment Note

The proposed annexation area overlaps with the Ukiah Valley Sanitation District and County Service Area (CSA) 3. It will be important to continue working together to determine the appropriate timing for a comprehensive detachment proposal to address the currently proposed annexation area, and other overlap areas, from all applicable special districts.

Once the requested additional information is received, we will proceed with reviewing your application for consistency with applicable laws, regulations, and policies.

Please feel free to contact me if you need additional information or have any questions.

Sincerely,



Uma Hinman
Executive Officer

Enc: Comment Letter, Mendocino County GIS Coordinator

Cc: Sage Sangiacomo, City Manager, City of Ukiah
Craig Schlatter, Community Development Director, City of Ukiah
David Rapport, City Attorney, City of Ukiah

Memo

To: Uma Hinman, LAFCO Executive Officer

From: Leif Farr, Mendocino County GIS Coordinator

Date: April 17, 2024

Re: LAFCO File No A-2022-02

The following issues and concerns are based on a limited review of the documentation that your office provided me, (dated March 21, 2024) regarding the “City of Ukiah – Western Hills Annexation”, LAFCO File No A-2022-02. I did not comment on the accuracy of the boundary description as this issue has been reviewed by other County Departments.

1. Exhibit B includes three map sheets, yet only sheet 1 has been stamped by the Surveyor, leaving sheets 2 and 3 without a source as to who completed the maps.
2. Map sheets 1 and 2 appear to show parcel 001-040-07 within in the area of the annexation and outside of the City of Ukiah, when in fact the parcel is within the current boundary of the City of Ukiah.
3. All map sheets do not clearly define and depict the current City of Ukiah boundary. The symbol chosen for the City of Ukiah boundary is not sufficiently different then other lines on the map and so it is difficult to discern the actual boundary on the map. While the City boundary symbol is listed in the map legend it is also labeled as the boundary of the Yokayo Rancho on the map, thus adding further confusion.
4. The boundary for the City of Ukiah as shown on all map sheets is not correct. The boundary seems to include within the City of Ukiah, a vast area of land that is not actually within the City of Ukiah. It is a requirement of the State Board of Equalization and as per the County standards for LAFCO maps to clearly and accurately depict the current boundary of the City or District that the annexed land will become a part of. Shape files for the current boundaries for all incorporated cities within Mendocino County are available from the County’s GIS Program, so it should be a simple mater to accurately depict said boundaries.
5. A portion of the proposed annexation is within the Ukiah Valley Sanitation District. Will the annexation include a detachment of this area from the Sanitation District?

RESOLUTION NO. 2024-**RESOLUTION OF APPLICATION OF THE CITY COUNCIL OF THE CITY OF UKIAH FOR THE WESTERN HILLS ANNEXATION AREA, PREZONING FOR THE UKIAH WESTERN HILLS WESTERN HILLS ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT APPLICATION (LAFCO FILE NO. A-2022-02)****WHEREAS:**

1. On January 16, 2020, the Ukiah City Council adopted an Annexation Policy (Resolution No. 2020-06) stating that the City will pursue, apply for, and support the annexation of unincorporated areas to the City to avoid the negative consequences of continued urban sprawl and to ensure the efficient provision of municipal services to unincorporated areas without placing an undue financial burden on the City or its residents; and
2. On October 6, 2021, the City Council adopted Ordinance No. 1217, approving the Ukiah Western Hills Open Land Acquisition & Limited Development Project ("2021 Western Hills Project") to facilitate the acquisition, annexation rezoning, and certification of the associated Initial Study and Mitigated Negative Declaration (ISMND; SCH No. 2021040428); and
3. On March 2, 2022, the City Council approved the Limited Development Agreement and Property Exchange (COU No. 2122-201), and a Road, Access and Maintenance Agreement (COU No. 2122-200) to facilitate the Project; and
4. On June 8, 2022, the City of Ukiah applied for annexation of the "2021 Western Hills Project" area to the Mendocino County Local Agency Formation Commission (LAFCo). The application was assigned File No. A-2022-02, and included several unrelated, privately-owned parcels (referred to as the "Clean Up/Correction Parcels") to inform deliberate, correct and appropriate boundaries for the City of Ukiah. Some of these parcels span both City and County jurisdiction. The City proposes to annex them to rectify ongoing jurisdictional considerations and to prevent the creation of an unincorporated island; and
5. On December 7, 2022, the City Council adopted Resolution No. 2022-78 and Resolution No. 79, adopting the City's 2040 General Plan and certifying the associated Environmental Impact Report (EIR; SCH No. 2022050556). The 2040 General Plan and EIR identify the Western Hills Annexation Area as one of the three geographies that the City evaluated and intends to pursue for annexation. Under this environmental review, the "Clean-Up Parcels" were analyzed and included, bringing the total Western Hills Annexation Area to 752 acres at that time; and
6. On December 19, 2022, LAFCo approved the City's Ukiah Municipal Service Review (MSR) and Sphere of Influence (SOI) Update; and
7. In 2023, an additional ±40-acre parcel (APN 003-190-11) directly adjacent to the Western Hills Annexation Area and City's western boundary became available for purchase that was strategically critical to address access considerations and preserve additional open-space; and

8. On December 6, 2023, the City of Ukiah adopted Resolution No. 2023-42 to facilitate the purchase and rezoning of APN 003-190-11, as well as to facilitate revisions to LAFCo File. No. A-2022-02 to include a Sphere of Influence (SOI) Amendment; and
9. Pursuant to Section 15164 of the CEQA Guidelines, an Addendum to the adopted MND was prepared and adopted by the City of Ukiah as minor changes or additions were necessary and none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent EIR or subsequent MND occurred or were identified; and
10. On March 14, 2024, City of Ukiah Staff submitted the revised application to LAFCo; and
11. On April 19, 2024, LAFCo provided the City of Ukiah with an 'Incomplete Letter' which requires the City to further codify actions previously approved by the City Council, including adoption of an amended ordinance to effectively prezone all parcels identified for annexation, as well as a revised Resolution of Application to address other considerations identified by LAFCo, such as the need to apply a General Plan Land Use Designation for APN 003-190-11; and
12. An amendment to Resolution 2023-42 is required to address considerations identified in the Mendocino LAFCo Incomplete Letter dated April 19, 2024 that the City provide general plan designations and clarify associated exhibits required by California Government Code for the requested annexation and Sphere of Influence Amendment. No changes to the application or project are requested or required.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. This annexation and Sphere of Influence Amendment request is made, and it is requested that proceedings be taken, pursuant to the Cortese/ Knox/ Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, specifically Government Code § 56654(a).
2. This proposal is an annexation and Sphere of Influence Amendment (SOI) to the City of Ukiah.
3. Legal descriptions of the affected territories are set forth in Exhibit C, and a list of parcels and maps of the affected territories are set forth in Exhibits A & B, attached hereto and by reference incorporated herein.
4. The additional parcel to be annexed is a ±40acre uninhabited parcel that is contiguous to the existing Western Hills Annexation Area and City limits, resulting in a total annexation area of approximately 792 acres.
5. APN 003-190-11 is not located within the City' s SOI, but is adjacent to the existing City limits and is included in the City's Planning Area.
6. The City proposes to prezone APN 003-190-11 a combination of Public Facilities (PF) and Low-Density Residential - Hillside (R1- H), as described in Exhibit A and depicted on the rezoning map in Exhibit B. As visually conveyed on Exhibit B, the portion of the parcel proposed or associated with residential development is rezoned Low-Density Residential

Hillside Overlay (R1-H) and features a Hillside Residential (HR) General Plan – Land Use Designation; the portion of the parcel proposed for public uses is rezoned Public Facilities (PF) and features a General Plan – Land Use Designation: Public (P).

7. In accordance with CEQA Guidelines Sections 15162 through 15164, an Addendum to the 2021 Western Hills Project ISMND (SCH No: 2021040428) was previously prepared by the City of Ukiah Community Development Department, Planning Division.
8. As discussed in the Planning Commission Staff Report and Addendum, none of the criteria noted in CEQA Guidelines 15162 have occurred, and only minor changes are necessary in order to deem the Addendum to the certified MND adequate. Specifically, there are no substantial changes proposed that require major revisions of the 2021 MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Addendum incorporates mitigation identified in the 2021 MND to reduce all impacts to a less than significant level. No new impacts that were not previously discussed in the 2021 MND were identified.
9. As discussed throughout the Addendum, staff reports and associated documents, the proposal and associated actions are consistent with the City's General Plan, Zoning Code, as well as the Government Code and LAFCo policies related to annexation.
10. On December 6, 2023, the City Council approved the Western Hills Annexation area amendment, rezoning and associated action, adopting the Addendum (and associated Mitigation Monitoring Reporting Program) to the 2021 Western Hills Project ISMND (SCH No: 2021040428).
11. Once the territory is annexed by the City, it will be subject to the Master Tax Share Agreement as adopted by the County of Mendocino on June 5, 2024 and the City of Ukiah on June 19, 2024.

PASSED AND ADOPTED this 19th day of June 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk

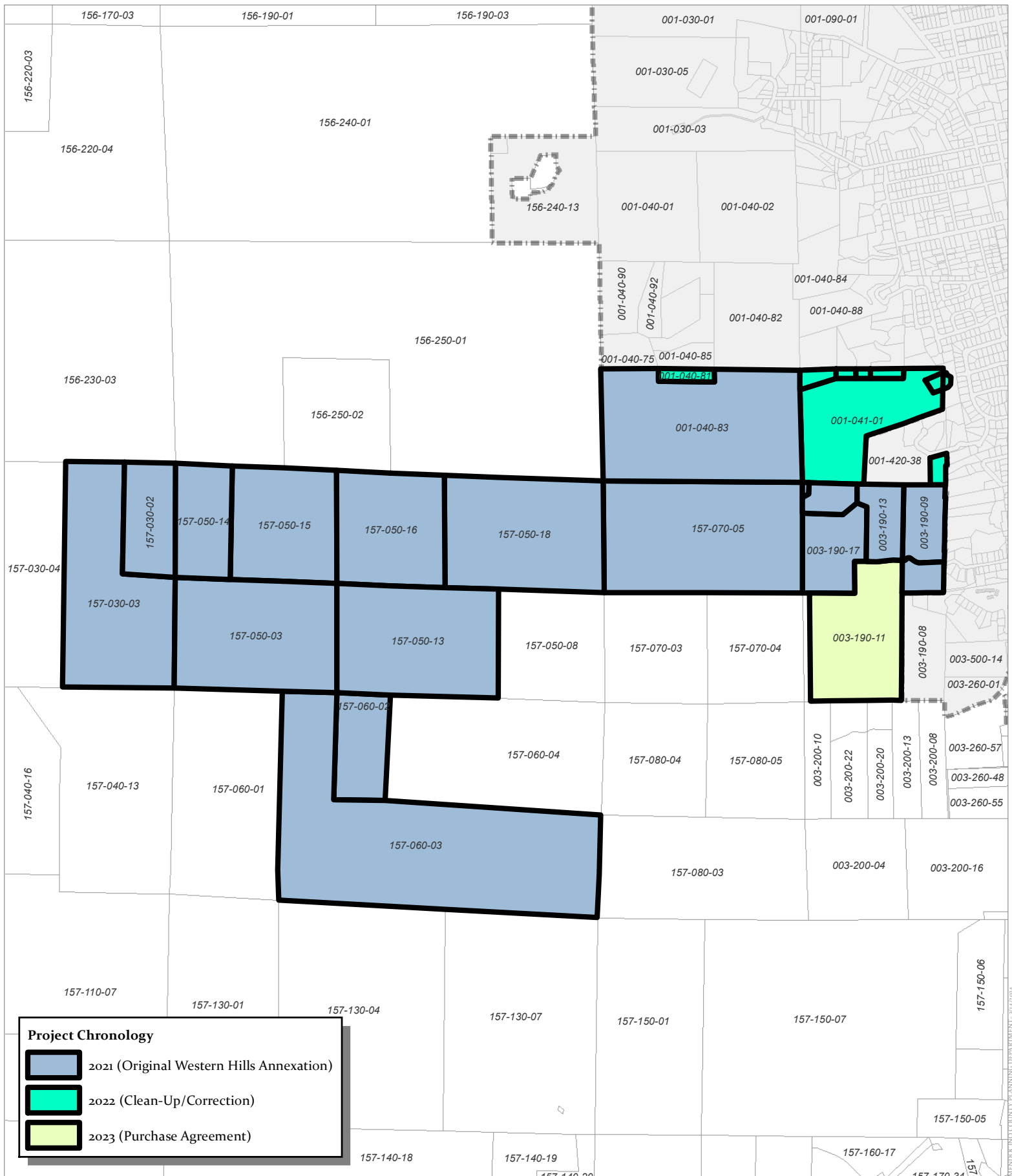
Exhibit A: List of Parcels

Exhibit B: Prezone & General Plan Designation Map

Exhibit C: A-2022-02 Legal Description & Plats – Updated (June 2024)

ANNEXATION PARCEL	CURRENT APNs	SITUS	OWNER	CURRENT ACREAGE	PROPOSED ACREAGE	COUNTY ZONING	UKIAH PROPOSED GENERAL PLAN	UKIAH PROPOSED ZONING	SANITATION	WATER
003-110-90 (Private)	003-110-90	620 Redwood Ave.	Adonis & Sarah Noguera	4.14	4.14	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	CoU; UVSD	CoU; None
003-190-09 (Private)	003-190-09	620 Redwood Ave.	Adonis & Sarah Noguera	10.2	10.2	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	None
001-420-40 (Private)	001-420-40	145 Mendocino Place	Robert R Beltrami	1.49	1.49	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU
001-041-02 (Private)	001-041-02	500 Lookout Dr.	Grayden Huff	1.33	1.33	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-03 (Private)	001-041-03	4 Lookout Dr.	Amanda Reiman	0.66	0.66	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-04 (Private)	001-041-04	3 Lookout Dr.	Amanda Reiman	0.48	0.48	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-05 (Private)	001-041-05	2 Lookout Dr.	Marlene Werra TTEE	1.13	1.13	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-06 (Private)	001-041-06	415 Hillview Ave.	Marlene Werra TTEE	0.74	0.74	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-01 (Private)	001-041-01	TBD	Marlene Werra TTEE	35.5	35.5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	None
001-040-81 (Private)	001-040-81	335 Janix Dr.	William Edwards	2.4	2.4	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	CoU; None	CoU; None
Development Agreement - Parcel 1	003-190-13	TBD	D&J Investments, LLC	10	10	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 2	003-190-15	TBD	D&J Investments, LLC	5	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 3	157-050-18; 157-070-05; 003-190-16; 003-190-17	TBD	D&J Investments, LLC	153.2	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 4	001-040-83	TBD	D&J Investments, LLC	77.6	9.9	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 5	157-050-16	TBD	D&J Investments, LLC	40.3	9.9	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 6	157-050-15	TBD	D&J Investments, LLC	40.4	9.2	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 7	157-030-02; 157-050-14	TBD	D&J Investments, LLC	40.2	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 8	157-050-13; 157-060-02	TBD	City of Ukiah	78.4	665.09	Upland Residential (UR:40)	Public (P)	PF - Public Facility (Open Space)	UVSD; None	None
Development Agreement - Parcel 9	157-030-03	TBD	D&J Investments, LLC	60	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 10	157-050-03; 157-060-03	TBD	D&J Investments, LLC	188.57	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 11	003-190-11	TBD	D&J Investments, LLC	40	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared

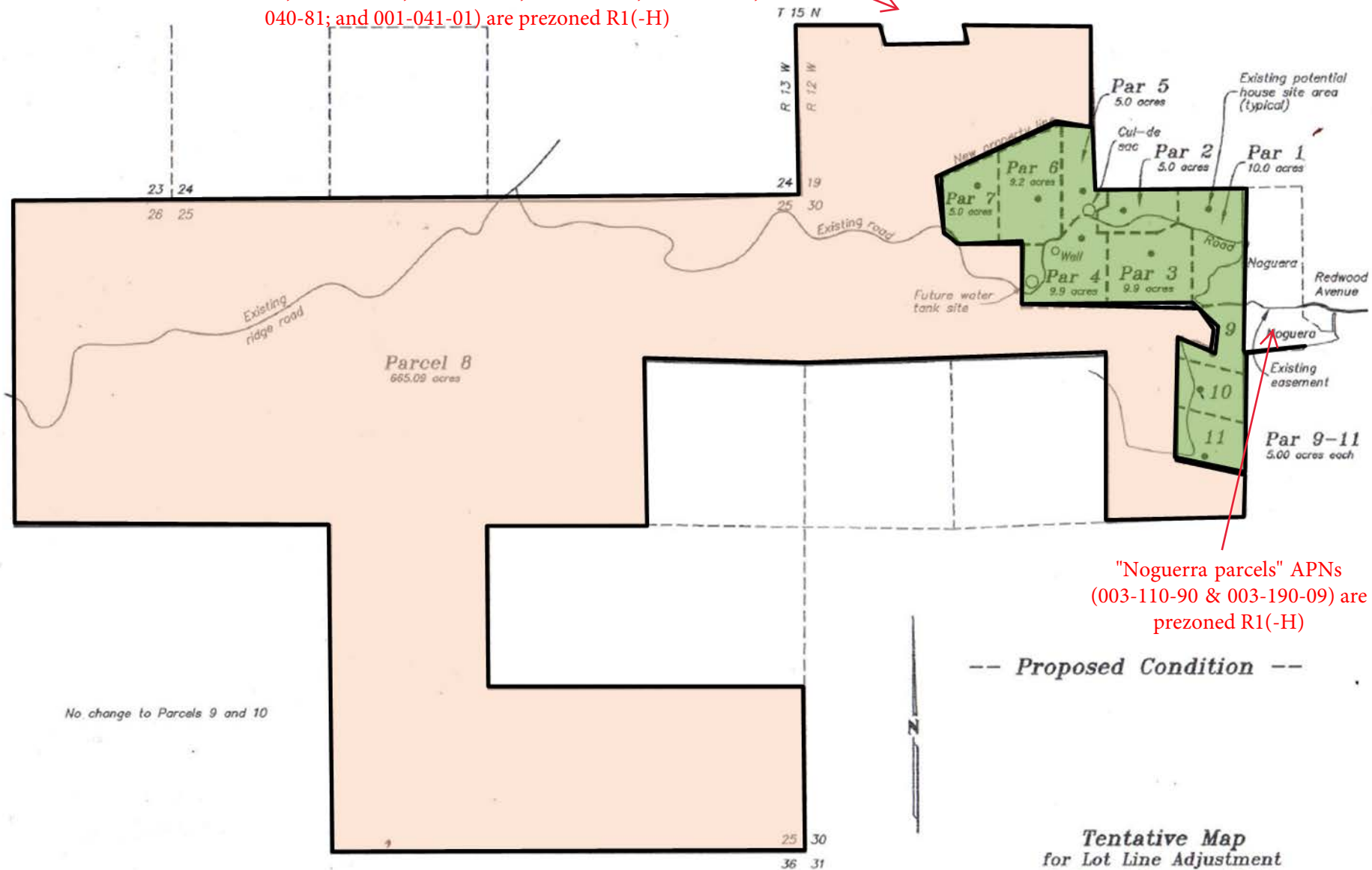
2021 Western Hills - Annexation Parcel (Original)	
2022 Western Hills - Correction/Clean-Up Parcels	
2023 Western Hills - Purchase Agreement	



CASE: LAFCo A_2022-0002
OWNER: Various
APN: Various
APLCT: City of Ukiah
AGENT: City of Ukiah
ADDRESS: Western Hills

PARCELS BY CHRONOLOGY

"Clean up parcels" (APNs 001-420-40; 001-041-02; 001-041-03; 001-041-04; 001-041-05; 001-041-06; 001-041-07; 001-040-81; and 001-041-01) are prezoned R1(-H)



"Noguerra parcels" APNs (003-110-90 & 003-190-09) are prezoned R1(-H)

Proposed Prezoning Upon Successful Annexation

-  Single-Family Residential-Hillside Overlay (R1-H)
-  Public Facilities (PF)

Tentative Map
for Lot Line Adjustment
Redwood Avenue, Ukiah
** Aug 25, 2023 -- Scale: 1"=700'

0 700 1400 2100
** updated AP numbers
Added Parcel 11

LEGAL DESCRIPTION
CITY OF UKIAH - WESTERN HILLS ANNEXATION
(LAFCO FILE No. A-2022-02)

All that certain real property situated in the unincorporated area of Mendocino County, State of California, being portions of Sections 19 and 30 of Township 15 North, Range 12 West and Sections 25 and 26 of Township 15 North, Range 13 West, Mount Diablo Base and Meridian and as shown on that certain map entitled "YOKAYO RANCHO" redrawn (August 1971) from the Original Map made in 1886-1870 by Charles T. Healey and as shown on the General Land Office Survey, Map of Rancho Yokayo, Mendocino County Records (M.C.R), more particularly described as follows:

COMMENCING at a United States National Geodetic Survey Station, being a 3-1/4" aluminum disc marked "CA DOT-101 MEN 25.13"; thence South 45°45'43" West 9,627.99 feet to the southeast corner of Lot 3 of said Section 19, being an angle point on the City of Ukiah Boundary Line, said City Boundary Line is coincident with portions of said Rancho Yokayo Boundary, said angle point also being the **POINT OF BEGINNING**; thence from said Point of Beginning, along said City of Ukiah boundary line, the following thirteen (13) courses:

1. North 88°45'25" East 1279.45 feet to the northeast corner of Lot 4 of said Section 19, from which a 2.5" aluminum disc marked "DOT / HPGN DCA 01 CG" bears S24°58'39" East 18128.70 feet, thence continuing along said City Limit line, and the east line of said Lot 4;
2. South 01°48'09" East 522.09 feet, to the northeast corner of Barnette Subdivision, as shown on the Map filed in Map Case 1, Drawer 10, at Page 78, M.C.R., thence continuing along said City of Ukiah boundary line the following eleven (11) courses;
3. (1) South 71°03'48" West 520.95 feet,
4. (2) South 70°00'17" West 472.11 feet;
5. (3) South 00°16'47" East 553.01 feet; to the south line of said Section 19; thence along said south line of said Section 19;
6. (4) North 88°58'48" East 765.20 feet, thence leaving said south line of Section 19, continuing along said City of Ukiah Boundary line;

7. (5) North 00°06'17" West 298.15 feet;
8. (6) North 76°10'00" East 191.28 feet;
9. (7) South 00°30'42" East 346.50 feet
10. (8) South 00°31'39" West 730.11 feet;
11. (9) South 00°15'47" West 621.60 feet;
12. (10) North 89°38'45" West 515.18 feet;
13. (11) South 00°23'02" West 1304.48 feet, to the south line of the southwest one-quarter of the northeast one-quarter of Section 30, thence leaving said south line and said City of Ukiah Boundary line, the following fifteen (15) courses;
14. (1) South 89°23'43" West 1160.71 feet along said south line of the southwest one-quarter of the northeast one-quarter of Section 30, thence leaving said south line;
15. (2) North 00°30'03" West 1326.06 feet to the south line of the north one-half of the northeast one-quarter of said Section 30, thence;
16. (3) North 89°13'17" West 3678.76 feet, along the south line of said north one-half of the northeast one-quarter of said Section 30, also being the south line of the north one-half of the northwest one-quarter of said Section 30, to the northeast one-sixteenth corner of said Section 25, thence;
17. (4) South 00°45'13" West 1331.19 feet along the east line of the southwest one-quarter of the northeast one-quarter of said Section 25 to the east one-sixteenth corner of said Section 25;
18. (5) North 86°25'07" West 1310.42 feet along the south line of the northeast one-quarter of said Section 25 to the center one-quarter corner of said Section 25;
19. (6) South 02°10'53" West 1187.06 feet along the east line of the southwest one-quarter of said Section 25 to the south one-sixteenth corner of said Section 25;
20. (7) South 88°38'24" East 2558.66 feet along the north line of the south one-half of the southeast one-quarter of said Section 25 to the south one-sixteenth corner of said Section 25;
21. (8) South 01°22'47" West 1226.43 feet along the east line of said Section 25 to the common corner of said Sections 25, 30, 31 & 36;
22. (9) North 89°39'49" West 2490.35 feet along the south line of said Section 25 to the south one-sixteenth corner of said Section 25;

23. (10) North 89°39'49" West 1343.99 feet continuing along the south line of said Section 25 to the south one-sixteenth corner of said Section 25;
24. (11) North 00°59'04" East 2481.81 feet along the west line of the east one-half of the southwest one-quarter of said Section 25 to the west one-sixteenth corner of said Section 25;
25. (12) South 89°55'02" West 1305.40 along the south line of the northwest one-quarter of said Section 25 to the one-quarter corner of said Sections 25 & 26;
26. (13) North 89°16'54" West 1349.43 feet along the south line of the northeast one-quarter of said Section 26;
27. (14) North 00°49'21" East 2728.12 feet along the west line of the east one-half of the northeast one-quarter of said Section 26, to the north one-sixteenth corner of said Section 26;
28. (15) South 89°15'56" East 1328.64 feet along the north line of said Section 26 to the common corner of said Sections 23, 24, 25 & 26, thence along the north line of said Section 25 the following four (4) courses:
 29. (1) South 87°41'27" East 1326.72 feet to the west one-sixteenth corner of said Section 25;
 30. (2) South 88°18'03" East 1278.82 feet to the north one-quarter corner of said Section 25;
 31. (3) South 87°28'48" East 1293.39 feet along the north line of said Section 25 to the east one-sixteenth corner of said Section 25;
 32. (4) South 85°33'43" East 1209.00 feet to the common corner of said Sections 19, 24, 25 and 30, thence;
33. North 01°02'47" West 1380.30 feet along the west line of the south one-half of the southwest one-quarter of said Section 19, to the northwest corner of the south one-half of the south one-quarter corner of said Section 19, thence;
34. South 89°57'53" East 2389.07 feet along the north line of the south one-half of the southwest one-quarter of said Section 19, thence continuing;
35. North 88°45'25" East 524.60 feet along the north line of the south one-half of the southwest one-quarter of said Section 19 to said **POINT OF BEGINNING**.

Total Annexation Area contains approximately 789 acres, more or less.

The Basis of Bearings for this description is based on NAD 83, California Coordinate System (CCS83), Zone 2 (2010.00 epoch) using the two found National Geodetic Survey monuments designated "101 MEN 25.13" and "HPGN D CA 01 CG" said bearing being South 05°01'58" East.

The purpose of this description is for annexation purposes and to comply with the State Board of Equalization's "Written Legal (Cadastral/Geodetic) Description Requirements". This description is to be used to establish geodetic position only and is not intended to establish property ownership.

See Exhibit "A", Plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Lester E. Carter Jr., CA. LS No 6148

5/10/2024

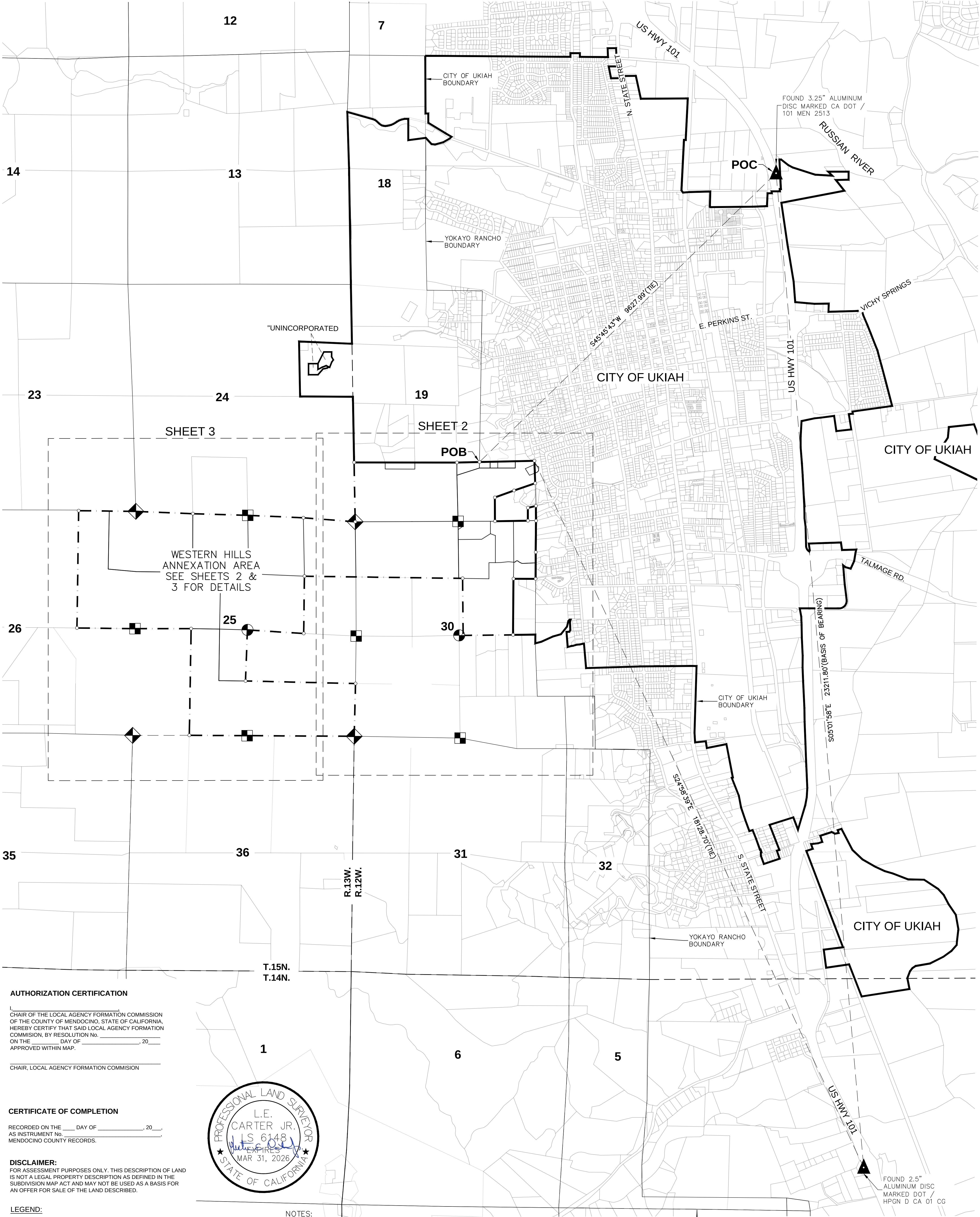
Date



EXHIBIT "A"
CITY OF UKIAH
WESTERN HILLS ANNEXATION

(LAFCo FILE No. A-2022-02)
PORTIONS OF YOKAYO RANCHO, AND PORTIONS OF SECTION 19, 23, 24, 25, 26 AND 30 OF
TOWNSHIP 15 NORTH, RANGE 13 WEST,
MOUNT DIABLO BASE & MERIDIAN (M.D.B.M.)
COUNTY OF MENDOCINO, STATE OF CALIFORNIA

JUNE, 2024
SHEET 1 OF 3



AUTHORIZATION CERTIFICATION

I, _____,
CHAIR OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA,
HEREBY CERTIFY THAT SAID LOCAL AGENCY FORMATION
COMMISSION, BY RESOLUTION No. _____,
ON THE _____ DAY OF _____, 20____,
APPROVED WITHIN MAP.

CHAIR, LOCAL AGENCY FORMATION COMMISSION

CERTIFICATE OF COMPLETION

RECORDED ON THE _____ DAY OF _____, 20____,
AS INSTRUMENT No. _____,
MENDOCINO COUNTY RECORDS.

DISCLAIMER:
FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND
IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE
SUBDIVISION MAP ACT AND MAY NOT BE USED AS A BASIS FOR
AN OFFER FOR SALE OF THE LAND DESCRIBED.

LEGEND:

- APN ASSESSOR PARCEL NUMBER
- POB POINT OF BEGINNING
- CURRENT CITY OF UKIAH BOUNDARY
- PROPOSED WESTERN HILLS ANNEXATION BOUNDARY
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- SECTION CORNER
- ONE-QUARTER CORNER
- CENTER ONE-QUARTER CORNER

NOTES:

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
- THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON NAD 83, CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 2 (2010.00 EPOCH DATE) USING THE TWO FOUND NATIONAL GEODETIC SURVEY MONUMENTS DESIGNATED "101 MEN 25.13 AND 'HPGN D CA 01 CG". ALL DISTANCES CITED HEREIN ARE GRID VALUES WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GROUND VALUES DIVIDE THE DISTANCES BY 0.999890795 TO OBTAIN GROUND DISTANCES.
- THE PURPOSE OF THIS EXHIBIT IS TO ACCOMPANY THE LEGAL DESCRIPTION "EXHIBIT A" FOR CITY OF UKIAH ANNEXATION OF WESTERN HILLS AND TO COMPLY WITH THE STATE BOARD OF EQUALIZATION'S "WRITTEN LEGAL (GEODETIC) DESCRIPTION REQUIREMENTS". THE LEGAL DESCRIPTION AND THIS EXHIBIT ARE TO BE USED TO ESTABLISH GEODETIC POSITION ONLY AND IS NOT INTENDED TO ESTABLISH PROPERTY BOUNDARY OR OWNERSHIP.
- THIS METES AND BOUNDS LEGAL DESCRIPTION IS COMPILED ENTIRELY FROM A COMBINATION OF MENDOCINO COUNTY RECORD MAPS AND UNITED STATES GENERAL LAND OFFICE SURVEY PLATS AND IS NOT BASED UPON ANY FIELD SURVEYS.

SCALE:
1"=1500'

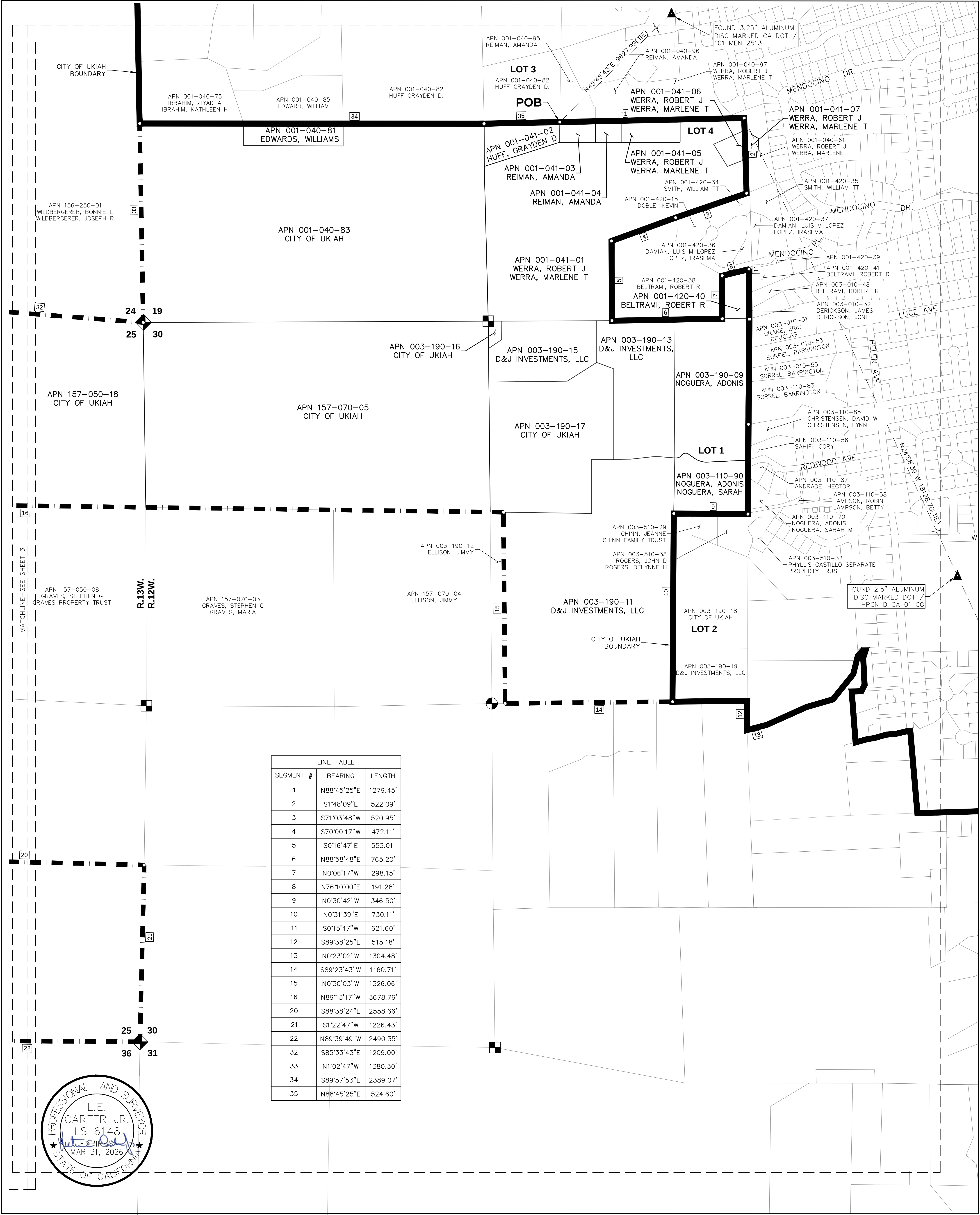
0 1500 4500
750 3000

PSOMAS

PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH

EXHIBIT "A"
CITY OF UKIAH
WESTERN HILLS ANNEXATION

(LAFCo FILE No. A-2022-02)
PORTIONS OF YOKAYO RANCHO, AND PORTIONS OF SECTION 19, 23, 24, 25, 26 AND 30 OF
TOWNSHIP 15 NORTH, RANGE 13 WEST,
MOUNT DIABLO BASE & MERIDIAN (M.D.B.M.)
COUNTY OF MENDOCINO, STATE OF CALIFORNIA
JUNE, 2024
SHEET 2 OF 3

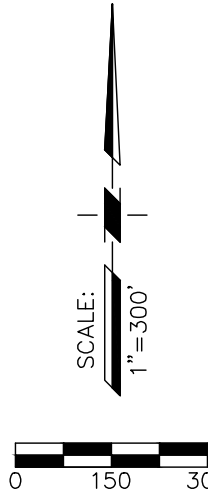


LEGEND:

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- CENTER ONE-QUARTER CORNER

NOTES:

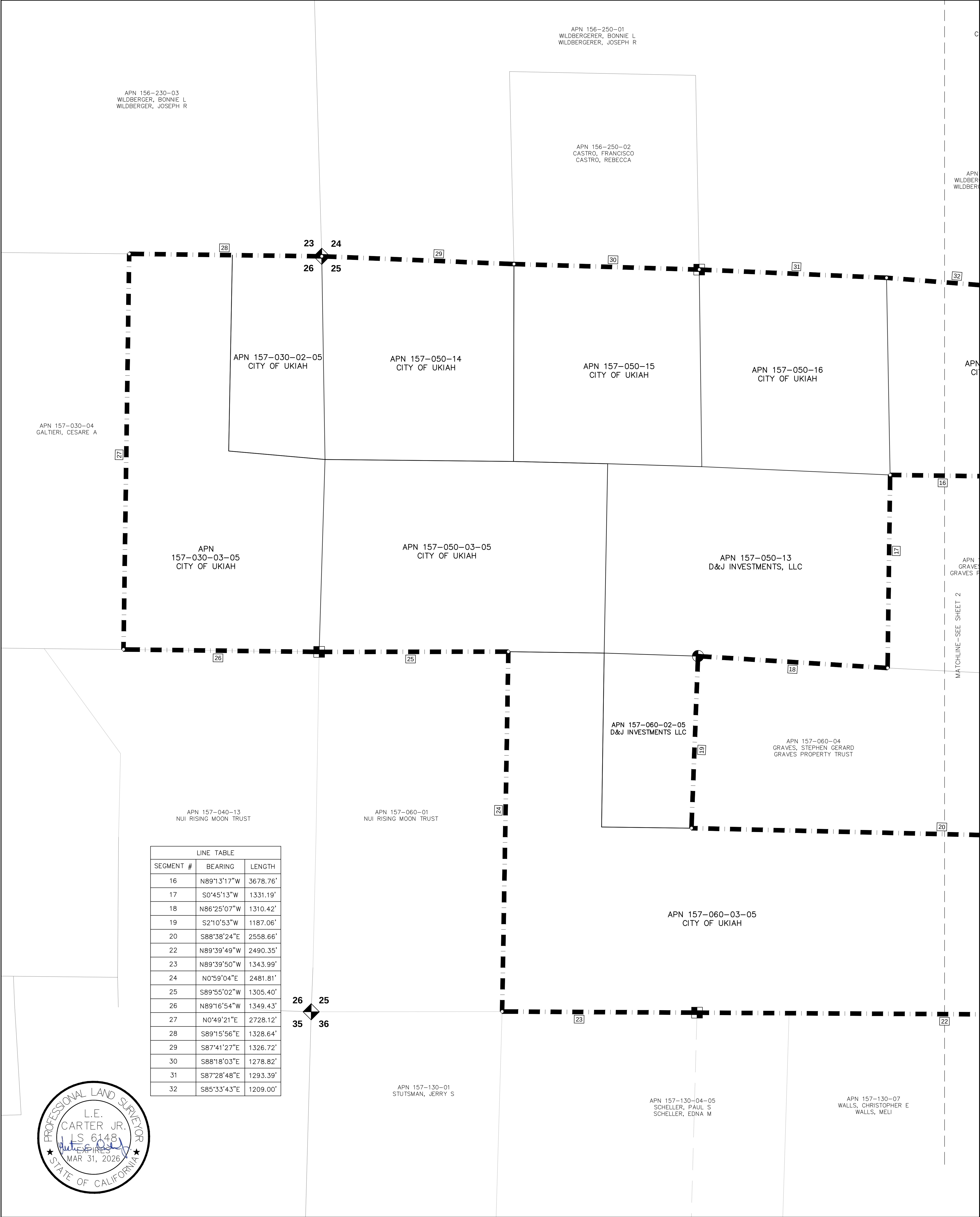
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PSOMAS

PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH

EXHIBIT "A"
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COUNTY OF MENDOCINO, STATE OF CALIFORNIA
JUNE, 2024
SHEET 3 OF 3

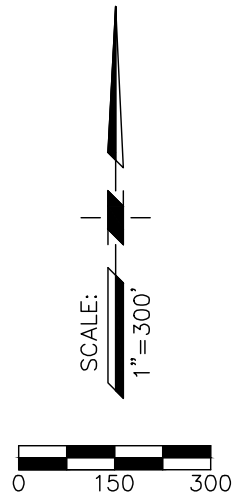


LINE TABLE		
SEGMENT #	BEARING	LENGTH
16	N89°13'17"W	3678.76'
17	S0°45'13"W	1331.19'
18	N86°25'07"W	1310.42'
19	S2°10'53"W	1187.06'
20	S88°38'24"E	2558.66'
22	N89°39'49"W	2490.35'
23	N89°39'50"W	1343.99'
24	N0°59'04"E	2481.81'
25	S89°55'02"W	1305.40'
26	N89°16'54"W	1349.43'
27	N0°49'21"E	2728.12'
28	S89°15'56"E	1328.64'
29	S87°41'27"E	1326.72'
30	S88°18'03"E	1278.82'
31	S87°28'48"E	1293.39'
32	S85°33'43"E	1209.00'



- LEGEND:
- APN ASSESSOR PARCEL NUMBER
 - POB POINT OF BEGINNING
 - CURRENT CITY OF UKIAH BOUNDARY
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- NOTES:
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PSOMAS
PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ORDINANCE NO. 1217 TO PREZONE CERTAIN PARCELS IN ASSOCIATION WITH THE WESTERN HILLS ANNEXATION AND SPHERE OF INFLUENCE AMENDMENT APPLICATION (LAFCO FILE NO. A-2022-02)**

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

SECTION ONE

1. The City has proposed to annex approximately 797 acres of unincorporated territory identified as the 'Western Hills Annexation Area', as conveyed in Exhibit A and below:
 - a. **2021 - Original Western Hills Parcels:** APNs (157-060-03; 157-060-02; 157-050-13; 157-050-03; 157-030-03; 157-030-02; 157-050-14; 157-050-15; 157-050-16; 157-050-18; 157-070-05; 001-040-83; 003-190-17; 003-190-13; 003-190-09; 003-190-16; 003-190-15; 003-110-90).
 - b. **2022 - Clean-Up/Correction Parcels:** APNs (001-420-40; 001-041-02; 001-041-03; 001-041-04; 001-041-05; 001-041-06; 001-041-01; 001-040-81).
 - c. **2023 - Western Hills Purchase Agreement:** APN (003-190-11).
2. Government Code Section 65859 allows the City to adopt a zoning district for land outside of the city limits in anticipation of annexation and development, i.e. prezone.
3. As visually conveyed on Exhibit B, the parcels within the 'Western Hills Annexation Area' proposed or associated with residential development are prezoned Low-Density Residential Hillside Overlay (R1-H) and feature a Hillside Residential (HR) General Plan – Land Use Designation; the parcel proposed for public use(s) is prezoned Public Facilities (PF) and features a General Plan – Land Use Designation: Public (P).
4. On October 6, 2021, the City Council adopted Ordinance No. 1217, approving the Ukiah Western Hills Open Land Acquisition & Limited Development Project ("2021 - Original Western Hills Project") to facilitate acquisition, annexation and prezoning, as well as adopting the associated Initial Study and Mitigated Negative Declaration (ISMND; SCH No. 2021040428).
5. On December 7, 2022, the City Council adopted Resolution No. 2022-78 and Resolution No. 2022-79, approving the City's 2040 General Plan and certifying the associated Environmental Impact Report (EIR; SCH No. 2022050556). The 2040 General Plan and associated EIR identified the 'Western Hills Annexation Area' as an unincorporated area that the City programmatically evaluated for reorganization. Under this environmental review, the "2022 - Clean-Up/Correction Parcels" were identified and analyzed in addition to the existing annexation area.
6. On December 6, 2023, the City of Ukiah adopted Resolution No. 2023-42 to facilitate the purchase, development agreement and prezoning of APN 003-190-11 "2023 - Western Hills Purchase Agreement", which enabled revisions to LAFCo File. No. A-2022-02 to include a Sphere of Influence (SOI) Amendment bringing the 'Western Hills Annexation

Area' to its present total of approximately 797 acres. Pursuant to Section 15164 of the CEQA Guidelines, an Addendum to the adopted MND was prepared and adopted by the City of Ukiah as minor changes or additions were necessary to progress the project, and none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent EIR or subsequent MND occurred.

7. An amendment to Ordinance 2017 is required to address considerations identified in the Mendocino LAFCo Incomplete Letter dated April 19, 2024 that requires the City to effectively prezone all proposed annexation parcels that were added after City Ordinance No. 1217, in accordance with GOV §56375(a)(7). No changes to the application or project are requested or required.

SECTION TWO.

1. The proposed annexation and sphere of influence amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.
2. A list of the affected parcels is set forth in Exhibit A, and a map of the affected territories identifying their prezoning designations is set forth in Exhibit B, and the legal description and associated plats for the annexation set forth in Exhibit C of this Ordinance.
3. The proposed prezoning is consistent with Government Code Section 65859 and Ukiah City Code Section 9267, as the City Planning Commission conducted a public hearing on November 8, 2023 to consider a proposal for prezoning territory. The Commission formulated a recommendation to the City Council and the City Council conducted a public hearing on December 6, 2023 that considered the prezoning proposal, and rendered a decision. Due to the fact, however, that the City did not "effectively" prezone additional parcels by Ordinance, but by Resolution, an amended ordinance codifying previous City Council approvals is required.
4. The intended use, and proposed prezoning of the affected territories are set forth in Exhibit B, attached hereto and by reference incorporated herein.

SECTION THREE.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once five (5) days prior to its adoption and again within fifteen (15) days after its adoption.
2. Effective Date: Section 2 and 3 of this amended ordinance shall become effective on the date that LAFCo Executive Officer provides the City of Ukiah with the Certificate of Completion for LAFCo File No. A-2022-02.

Introduced by title only on June 19 ,2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

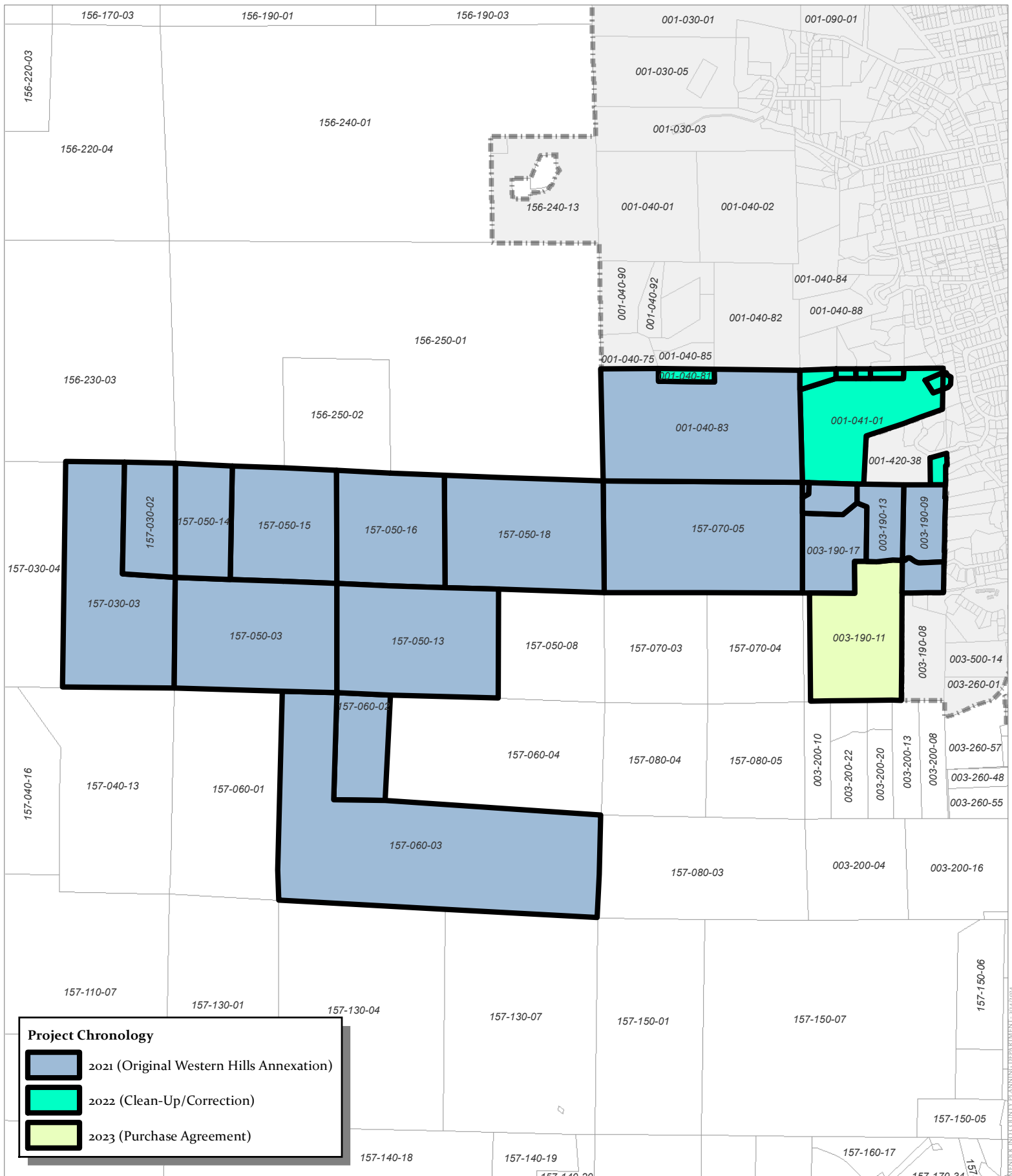
ATTEST: _____
Josefina Dueñas, Mayor

Kristine Lawler, CMC/City Clerk

Exhibit A: List of Parcels
Exhibit B: Prezone & General Plan Designation Map
Exhibit C: Legal Description & Plats – Updated (June 2024)

ANNEXATION PARCEL	CURRENT APNs	SITUS	OWNER	CURRENT ACREAGE	PROPOSED ACREAGE	COUNTY ZONING	UKIAH PROPOSED GENERAL PLAN	UKIAH PROPOSED ZONING	SANITATION	WATER
003-110-90 (Private)	003-110-90	620 Redwood Ave.	Adonis & Sarah Noguera	4.14	4.14	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	CoU; UVSD	CoU; None
003-190-09 (Private)	003-190-09	620 Redwood Ave.	Adonis & Sarah Noguera	10.2	10.2	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	None
001-420-40 (Private)	001-420-40	145 Mendocino Place	Robert R Beltrami	1.49	1.49	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU
001-041-02 (Private)	001-041-02	500 Lookout Dr.	Grayden Huff	1.33	1.33	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-03 (Private)	001-041-03	4 Lookout Dr.	Amanda Reiman	0.66	0.66	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-04 (Private)	001-041-04	3 Lookout Dr.	Amanda Reiman	0.48	0.48	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-05 (Private)	001-041-05	2 Lookout Dr.	Marlene Werra TTEE	1.13	1.13	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-06 (Private)	001-041-06	415 Hillview Ave.	Marlene Werra TTEE	0.74	0.74	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD; CoU	CoU; None
001-041-01 (Private)	001-041-01	TBD	Marlene Werra TTEE	35.5	35.5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	None
001-040-81 (Private)	001-040-81	335 Janix Dr.	William Edwards	2.4	2.4	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	CoU; None	CoU; None
Development Agreement - Parcel 1	003-190-13	TBD	D&J Investments, LLC	10	10	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 2	003-190-15	TBD	D&J Investments, LLC	5	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 3	157-050-18; 157-070-05; 003-190-16; 003-190-17	TBD	D&J Investments, LLC	153.2	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 4	001-040-83	TBD	D&J Investments, LLC	77.6	9.9	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 5	157-050-16	TBD	D&J Investments, LLC	40.3	9.9	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 6	157-050-15	TBD	D&J Investments, LLC	40.4	9.2	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 7	157-030-02; 157-050-14	TBD	D&J Investments, LLC	40.2	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 8	157-050-13; 157-060-02	TBD	City of Ukiah	78.4	665.09	Upland Residential (UR:40)	Public (P)	PF - Public Facility (Open Space)	UVSD; None	None
Development Agreement - Parcel 9	157-030-03	TBD	D&J Investments, LLC	60	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 10	157-050-03; 157-060-03	TBD	D&J Investments, LLC	188.57	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared
Development Agreement - Parcel 11	003-190-11	TBD	D&J Investments, LLC	40	5	Upland Residential (UR:40)	Hillside Residential (HR)	R1(-H) - Low Desnity Residential (Hillside)	UVSD	Private Shared

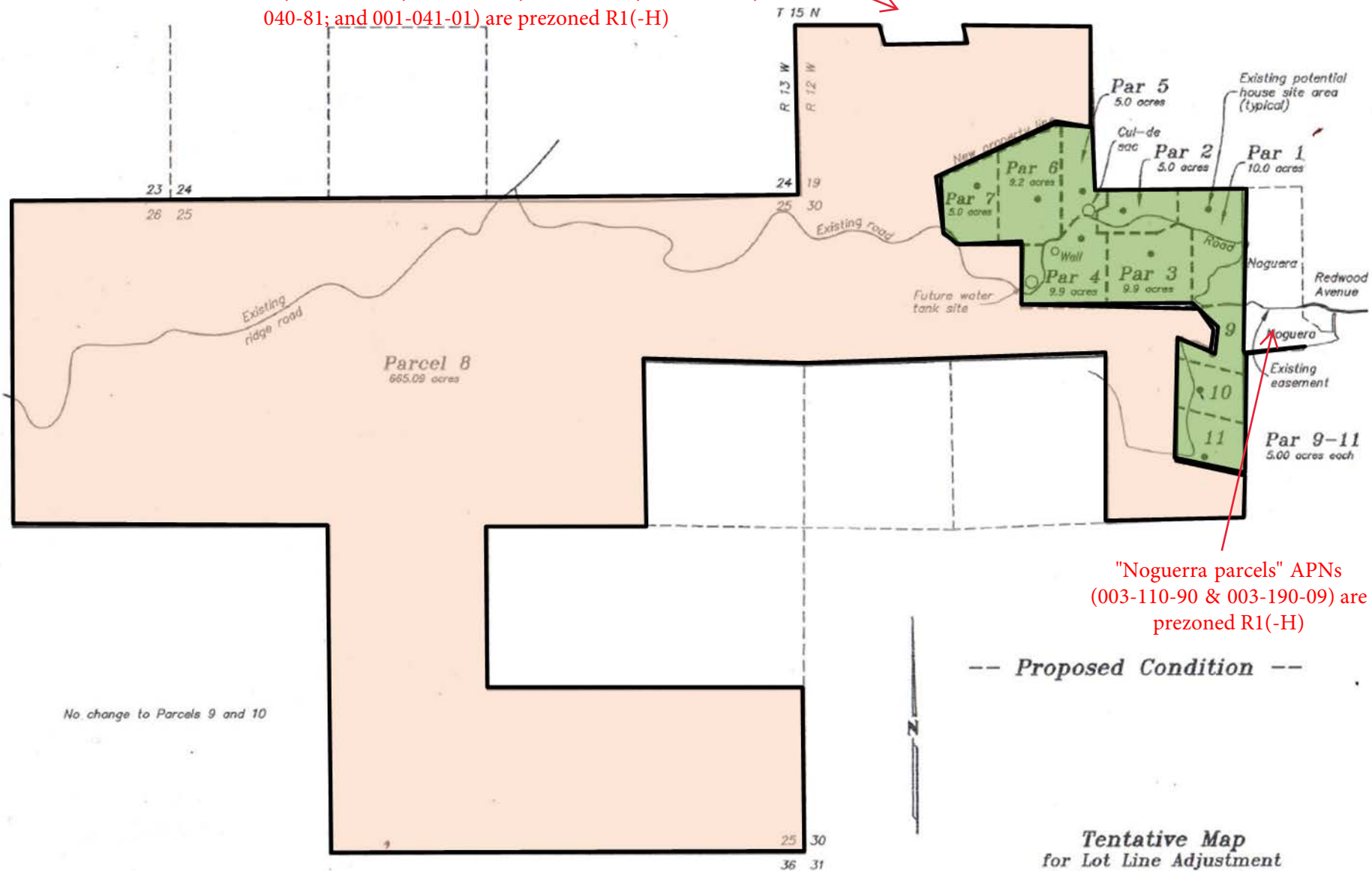
2021 Western Hills - Annexation Parcel (Original)	
2022 Western Hills - Correction/Clean-Up Parcels	
2023 Western Hills - Purchase Agreement	



CASE: LAFCo A_2022-0002
OWNER: Various
APN: Various
APLCT: City of Ukiah
AGENT: City of Ukiah
ADDRESS: Western Hills

PARCELS BY CHRONOLOGY

"Clean up parcels" (APNs 001-420-40; 001-041-02; 001-041-03; 001-041-04; 001-041-05; 001-041-06; 001-041-07; 001-040-81; and 001-041-01) are prezoned R1(-H)



"Noguerra parcels" APNs (003-110-90 & 003-190-09) are prezoned R1(-H)

Proposed Prezoning Upon Successful Annexation

- Single-Family Residential-Hillside Overlay (R1-H)
- Public Facilities (PF)

Tentative Map
for Lot Line Adjustment
Redwood Avenue, Ukiah
** Aug 25, 2023 -- Scale: 1"=700'



** updated AP numbers

Added Parcel 11

LEGAL DESCRIPTION
CITY OF UKIAH - WESTERN HILLS ANNEXATION
(LAFCO FILE No. A-2022-02)

All that certain real property situated in the unincorporated area of Mendocino County, State of California, being portions of Sections 19 and 30 of Township 15 North, Range 12 West and Sections 25 and 26 of Township 15 North, Range 13 West, Mount Diablo Base and Meridian and as shown on that certain map entitled "YOKAYO RANCHO" redrawn (August 1971) from the Original Map made in 1886-1870 by Charles T. Healey and as shown on the General Land Office Survey, Map of Rancho Yokayo, Mendocino County Records (M.C.R), more particularly described as follows:

COMMENCING at a United States National Geodetic Survey Station, being a 3-1/4" aluminum disc marked "CA DOT-101 MEN 25.13"; thence South 45°45'43" West 9,627.99 feet to the southeast corner of Lot 3 of said Section 19, being an angle point on the City of Ukiah Boundary Line, said City Boundary Line is coincident with portions of said Rancho Yokayo Boundary, said angle point also being the **POINT OF BEGINNING**; thence from said Point of Beginning, along said City of Ukiah boundary line, the following thirteen (13) courses:

1. North 88°45'25" East 1279.45 feet to the northeast corner of Lot 4 of said Section 19, from which a 2.5" aluminum disc marked "DOT / HPGN DCA 01 CG" bears S24°58'39" East 18128.70 feet, thence continuing along said City Limit line, and the east line of said Lot 4;
2. South 01°48'09" East 522.09 feet, to the northeast corner of Barnette Subdivision, as shown on the Map filed in Map Case 1, Drawer 10, at Page 78, M.C.R., thence continuing along said City of Ukiah boundary line the following eleven (11) courses;
3. (1) South 71°03'48" West 520.95 feet,
4. (2) South 70°00'17" West 472.11 feet;
5. (3) South 00°16'47" East 553.01 feet; to the south line of said Section 19; thence along said south line of said Section 19;
6. (4) North 88°58'48" East 765.20 feet, thence leaving said south line of Section 19, continuing along said City of Ukiah Boundary line;

7. (5) North 00°06'17" West 298.15 feet;
8. (6) North 76°10'00" East 191.28 feet;
9. (7) South 00°30'42" East 346.50 feet
10. (8) South 00°31'39" West 730.11 feet;
11. (9) South 00°15'47" West 621.60 feet;
12. (10) North 89°38'45" West 515.18 feet;
13. (11) South 00°23'02" West 1304.48 feet, to the south line of the southwest one-quarter of the northeast one-quarter of Section 30, thence leaving said south line and said City of Ukiah Boundary line, the following fifteen (15) courses;
14. (1) South 89°23'43" West 1160.71 feet along said south line of the southwest one-quarter of the northeast one-quarter of Section 30, thence leaving said south line;
15. (2) North 00°30'03" West 1326.06 feet to the south line of the north one-half of the northeast one-quarter of said Section 30, thence;
16. (3) North 89°13'17" West 3678.76 feet, along the south line of said north one-half of the northeast one-quarter of said Section 30, also being the south line of the north one-half of the northwest one-quarter of said Section 30, to the northeast one-sixteenth corner of said Section 25, thence;
17. (4) South 00°45'13" West 1331.19 feet along the east line of the southwest one-quarter of the northeast one-quarter of said Section 25 to the east one-sixteenth corner of said Section 25;
18. (5) North 86°25'07" West 1310.42 feet along the south line of the northeast one-quarter of said Section 25 to the center one-quarter corner of said Section 25;
19. (6) South 02°10'53" West 1187.06 feet along the east line of the southwest one-quarter of said Section 25 to the south one-sixteenth corner of said Section 25;
20. (7) South 88°38'24" East 2558.66 feet along the north line of the south one-half of the southeast one-quarter of said Section 25 to the south one-sixteenth corner of said Section 25;
21. (8) South 01°22'47" West 1226.43 feet along the east line of said Section 25 to the common corner of said Sections 25, 30, 31 & 36;
22. (9) North 89°39'49" West 2490.35 feet along the south line of said Section 25 to the south one-sixteenth corner of said Section 25;

23. (10) North 89°39'49" West 1343.99 feet continuing along the south line of said Section 25 to the south one-sixteenth corner of said Section 25;
24. (11) North 00°59'04" East 2481.81 feet along the west line of the east one-half of the southwest one-quarter of said Section 25 to the west one-sixteenth corner of said Section 25;
25. (12) South 89°55'02" West 1305.40 along the south line of the northwest one-quarter of said Section 25 to the one-quarter corner of said Sections 25 & 26;
26. (13) North 89°16'54" West 1349.43 feet along the south line of the northeast one-quarter of said Section 26;
27. (14) North 00°49'21" East 2728.12 feet along the west line of the east one-half of the northeast one-quarter of said Section 26, to the north one-sixteenth corner of said Section 26;
28. (15) South 89°15'56" East 1328.64 feet along the north line of said Section 26 to the common corner of said Sections 23, 24, 25 & 26, thence along the north line of said Section 25 the following four (4) courses:
29. (1) South 87°41'27" East 1326.72 feet to the west one-sixteenth corner of said Section 25;
30. (2) South 88°18'03" East 1278.82 feet to the north one-quarter corner of said Section 25;
31. (3) South 87°28'48" East 1293.39 feet along the north line of said Section 25 to the east one-sixteenth corner of said Section 25;
32. (4) South 85°33'43" East 1209.00 feet to the common corner of said Sections 19, 24, 25 and 30, thence;
33. North 01°02'47" West 1380.30 feet along the west line of the south one-half of the southwest one-quarter of said Section 19, to the northwest corner of the south one-half of the south one-quarter corner of said Section 19, thence;
34. South 89°57'53" East 2389.07 feet along the north line of the south one-half of the southwest one-quarter of said Section 19, thence continuing;
35. North 88°45'25" East 524.60 feet along the north line of the south one-half of the southwest one-quarter of said Section 19 to said **POINT OF BEGINNING**.

Total Annexation Area contains approximately 789 acres, more or less.

The Basis of Bearings for this description is based on NAD 83, California Coordinate System (CCS83), Zone 2 (2010.00 epoch) using the two found National Geodetic Survey monuments designated "101 MEN 25.13" and "HPGN D CA 01 CG" said bearing being South 05°01'58" East.

The purpose of this description is for annexation purposes and to comply with the State Board of Equalization's "Written Legal (Cadastral/Geodetic) Description Requirements". This description is to be used to establish geodetic position only and is not intended to establish property ownership.

See Exhibit "A", Plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Lester E. Carter Jr., CA. LS No 6148

5/10/2024

Date

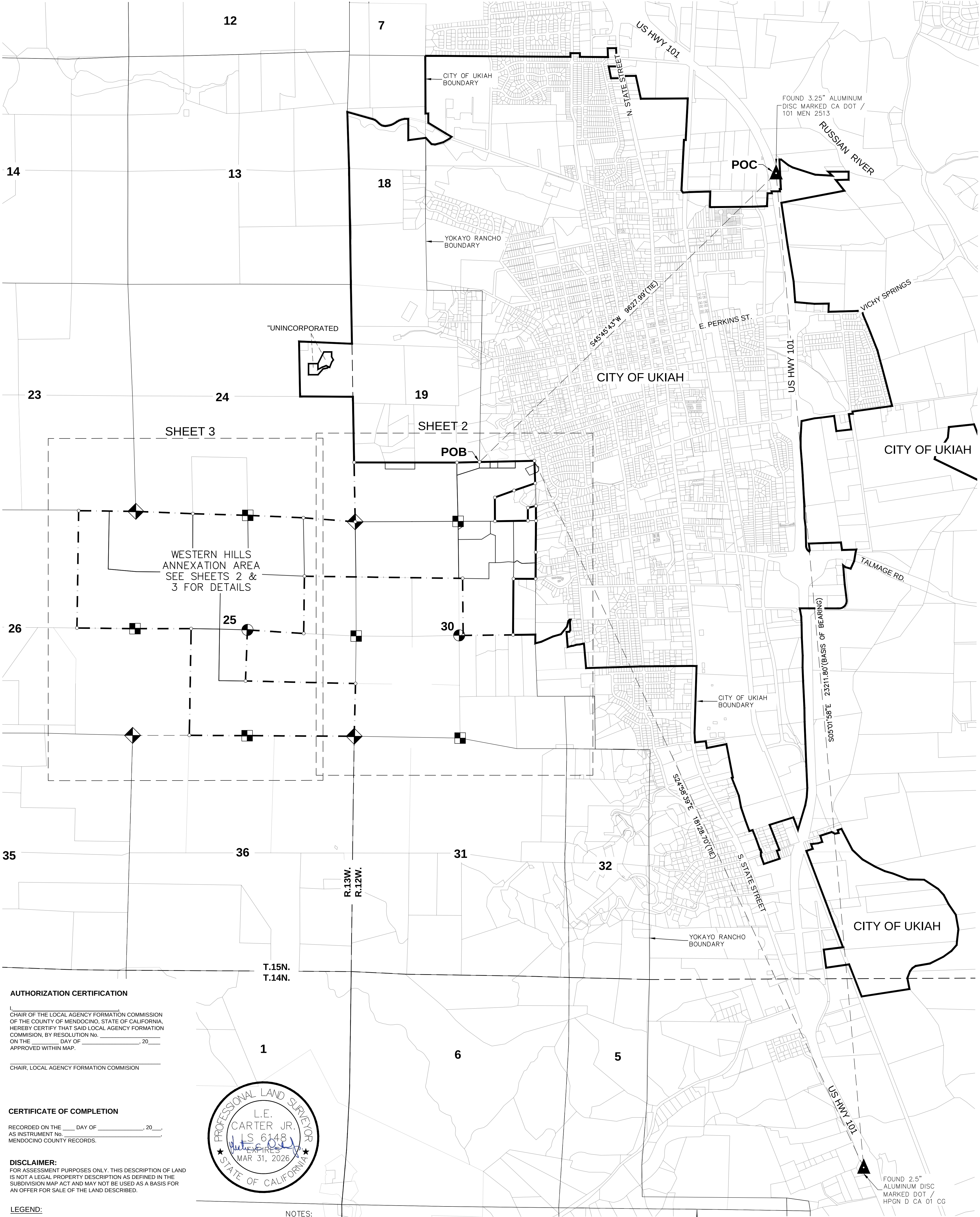


EXHIBIT "A"

CITY OF UKIAH
WESTERN HILLS ANNEXATION

(LAFCo FILE No. A-2022-02)
PORTIONS OF YOKAYO RANCHO, AND PORTIONS OF SECTION 19, 23, 24, 25, 26 AND 30 OF
TOWNSHIP 15 NORTH, RANGE 13 WEST,
MOUNT DIABLO BASE & MERIDIAN (M.D.B.M.)
COUNTY OF MENDOCINO, STATE OF CALIFORNIA

JUNE, 2024
SHEET 1 OF 3



AUTHORIZATION CERTIFICATION

I, _____,
CHAIR OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA,
HEREBY CERTIFY THAT SAID LOCAL AGENCY FORMATION
COMMISSION, BY RESOLUTION No. _____, 20____,
ON THE _____ DAY OF _____, 20____,
APPROVED WITHIN MAP.

CHAIR, LOCAL AGENCY FORMATION COMMISSION

CERTIFICATE OF COMPLETION

RECORDED ON THE _____ DAY OF _____, 20____,
AS INSTRUMENT No. _____,
MENDOCINO COUNTY RECORDS.

DISCLAIMER:
FOR ASSESSMENT PURPOSES ONLY, THIS DESCRIPTION OF LAND
IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE
SUBDIVISION MAP ACT AND MAY NOT BE USED AS A BASIS FOR
AN OFFER FOR SALE OF THE LAND DESCRIBED.

LEGEND:

- APN ASSESSOR PARCEL NUMBER
- POB POINT OF BEGINNING
- CURRENT CITY OF UKIAH BOUNDARY
- PROPOSED WESTERN HILLS ANNEXATION BOUNDARY
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- SECTION CORNER
- ONE-QUARTER CORNER
- CENTER ONE-QUARTER CORNER

NOTES:

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
- THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON NAD 83, CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 2 (2010.00 EPOCH DATE) USING THE TWO FOUND NATIONAL GEODETIC SURVEY MONUMENTS DESIGNATED "101 MEN 25.13 AND 'HPGN D CA 01 CG'. ALL DISTANCES CITED HEREIN ARE GRID VALUES WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GROUND VALUES DIVIDE THE DISTANCES BY 0.999890795 TO OBTAIN GROUND DISTANCES.
- THE PURPOSE OF THIS EXHIBIT IS TO ACCOMPANY THE LEGAL DESCRIPTION "EXHIBIT A" FOR CITY OF UKIAH ANNEXATION OF WESTERN HILLS AND TO COMPLY WITH THE STATE BOARD OF EQUALIZATION'S "WRITTEN LEGAL (GEODETIC) DESCRIPTION REQUIREMENTS". THE LEGAL DESCRIPTION AND THIS EXHIBIT ARE TO BE USED TO ESTABLISH GEODETIC POSITION ONLY AND IS NOT INTENDED TO ESTABLISH PROPERTY BOUNDARY OR OWNERSHIP.
- THIS METES AND BOUNDS LEGAL DESCRIPTION IS COMPILED ENTIRELY FROM A COMBINATION OF MENDOCINO COUNTY RECORD MAPS AND UNITED STATES GENERAL LAND OFFICE SURVEY PLATS AND IS NOT BASED UPON ANY FIELD SURVEYS.

SCALE:
1"=1500'

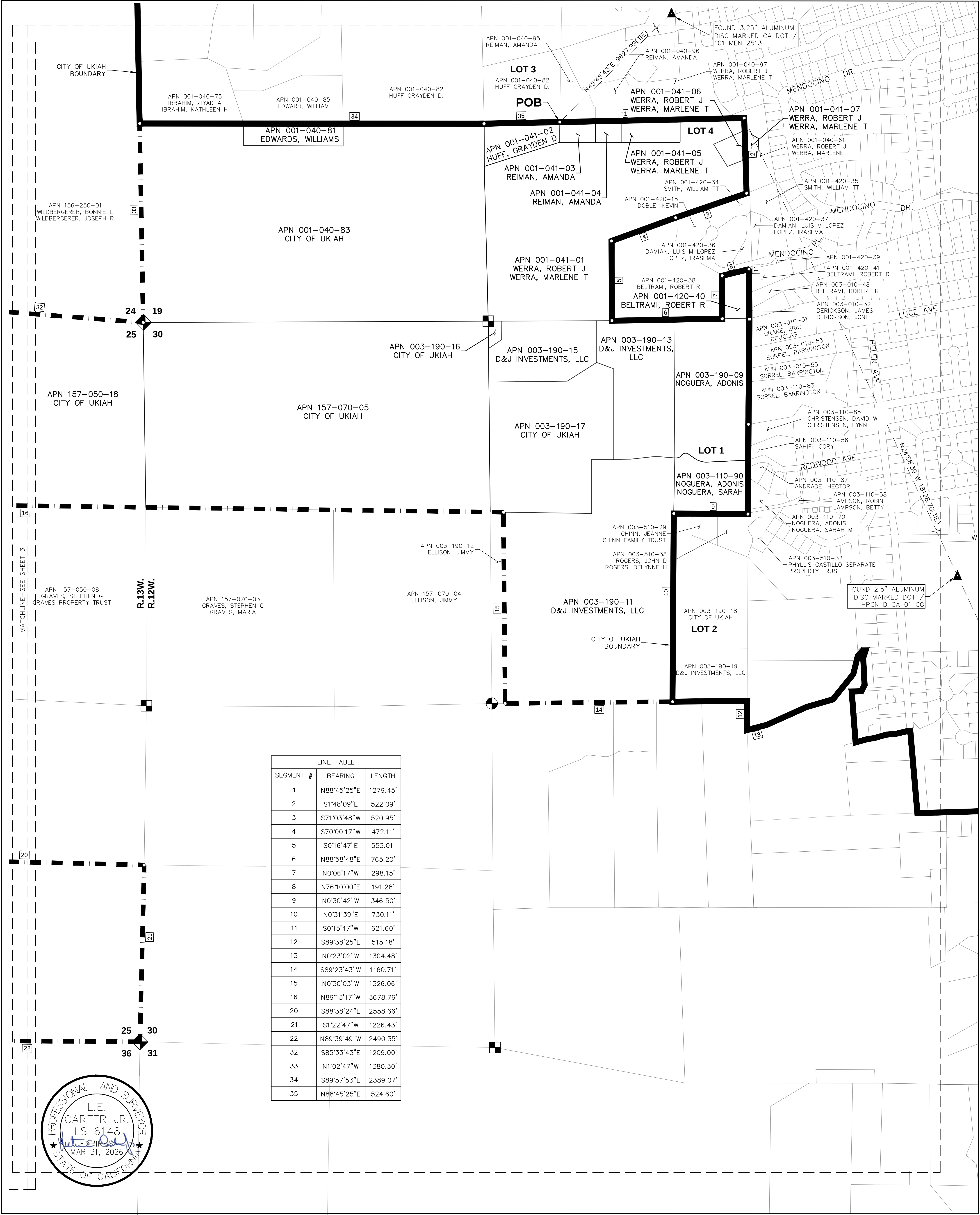
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PSOMAS

PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH

EXHIBIT "A"
CITY OF UKIAH
WESTERN HILLS ANNEXATION

(LAFCo FILE No. A-2022-02)
PORTIONS OF YOKAYO RANCHO, AND PORTIONS OF SECTION 19, 23, 24, 25, 26 AND 30 OF
TOWNSHIP 15 NORTH, RANGE 13 WEST,
MOUNT DIABLO BASE & MERIDIAN (M.D.B.M.)
COUNTY OF MENDOCINO, STATE OF CALIFORNIA
JUNE, 2024
SHEET 2 OF 3

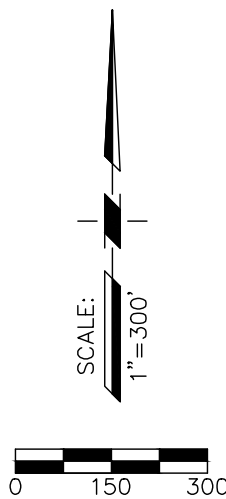


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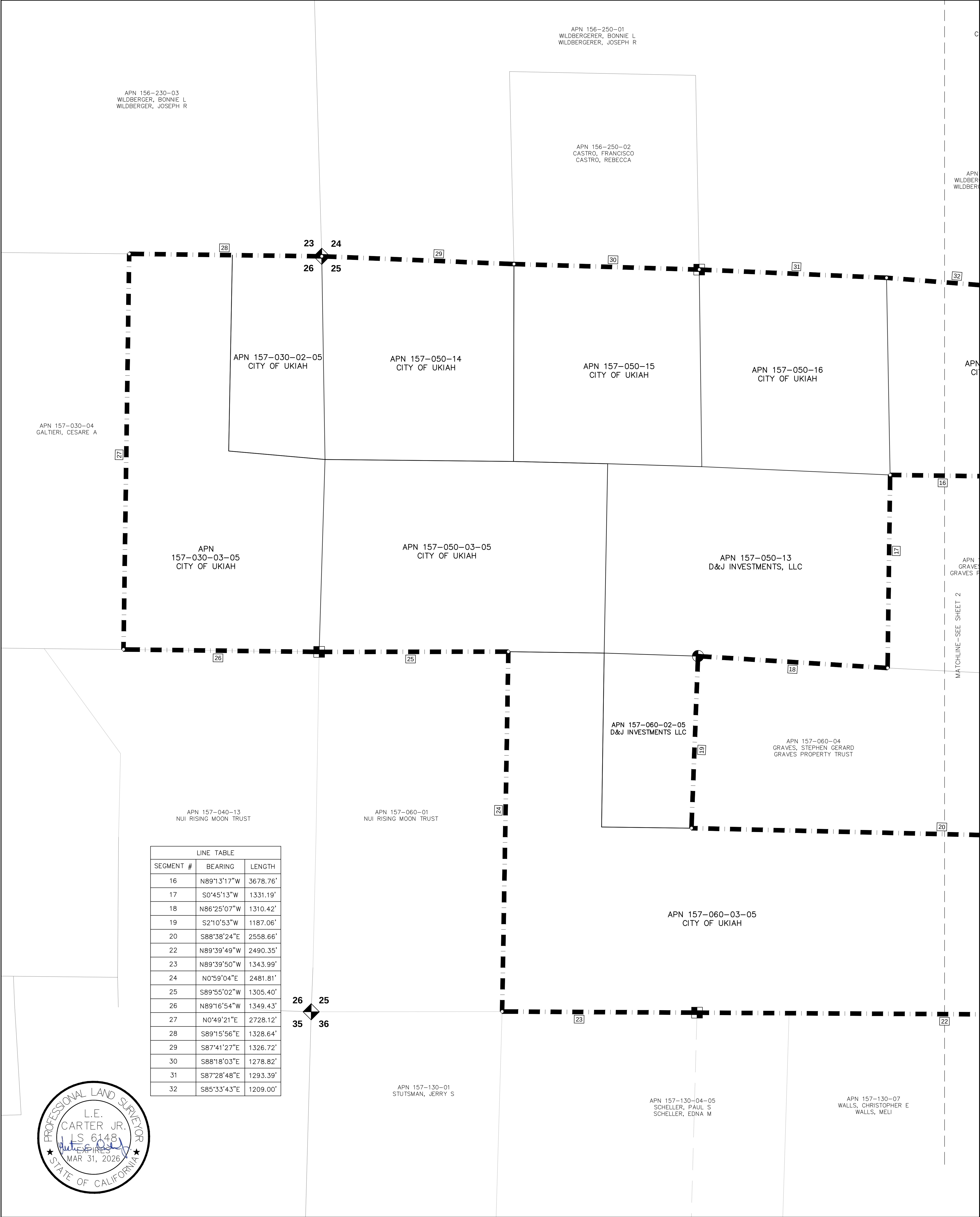
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PSOMAS

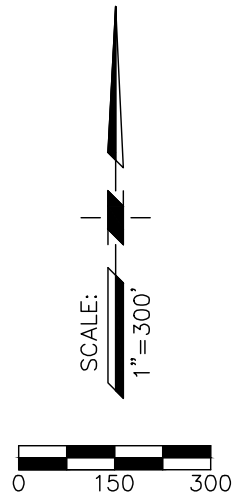
PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH

EXHIBIT "A"
CITY OF UKIAH
WESTERN HILLS ANNEXATION
(LAFCo FILE No. A-2022-02)
PORTIONS OF YOKAYO RANCHO, AND PORTIONS OF SECTION 19, 23, 24, 25, 26 AND 30 OF
TOWNSHIP 15 NORTH, RANGE 13 WEST,
MOUNT DIABLO BASE & MERIDIAN (M.D.B.M.)
COUNTY OF MENDOCINO, STATE OF CALIFORNIA
JUNE, 2024
SHEET 3 OF 3



- LEGEND:
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 - POB POINT OF BEGINNING
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- NOTES:
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PSOMAS

PREPARED AT THE REQUEST OF:
THE CITY OF UKIAH



June 13, 2024

Mendocino LAFCo
 Ukiah Valley Conference Center
 200 South School Street
 Ukiah, CA, 95482

Re: 'City of Ukiah – Fair Share Housing Need/Regional Housing Needs Allocation (RHNA)'

Per Government Code §56668(m), evaluation of an annexation proposal shall consider the extent to which the request will affect a city or the county in achieving their respective allocation of regional housing needs as determined by the designated council of governments. Within Mendocino County this process is facilitated by the Mendocino Council of Governments (MCOG).

As part of the 2024 Master Tax Share Agreement, adopted by the County of Mendocino on June 5th, 2024, and presently being finalized by the incorporated cities of Ukiah, Willits, Fort Bragg & Point Arena, guidance and requirements are included to inform how housing allocations should be adjusted to reflect the impact of an annexation based on existing and proposed land uses (Exhibit A).

Per this pending agreement, the income-level of transferred units is to be negotiated in good faith between the relevant city and the Mendocino County Department of Planning & Building Services, while an objective formula is used to determine the number of units to be transferred. That being said, Government Code §65584.07(a)(3) requires that if a transfer is facilitated that the county's share of low-income and very low-income housing shall be reduced only in proportion to the amount by which the county's share of moderate- and above moderate-income housing is reduced.

Based on the analysis provided in Exhibit B, as well as relevant Government Code, the County would transfer a total of twenty-seven (27) units to the City of Ukiah to facilitate LAFCo File No. A-2022-02. As required by Government Code, the transfer is to feature fourteen (14) low-income units, and thirteen (13) moderate-income units. This deviates from a previous iteration of an agreement between the County and the City to transfer only low-income units from the County to the City.

Given the anticipated timeline for A-2022-02 and the subsequent entitlement process, it is unlikely that its approval would affect the City of Ukiah or the County of Mendocino in achieving their respective allocation of regional housing needs for the 6th Cycle. Therefore, it is requested that MCOG facilitate the transfer of housing units identified in Exhibit C to the 7th Cycle Housing Element. Deferring the assignment of these units to the 7th Cycle is appropriate given that the issuance of associated building permits on the associated subject parcels is not expected until 2026, at which time MCOG should be actively working with identified jurisdictions to prepare their 7th Cycle Housing Elements. Additionally, it is expected that the subject parcels will be sold and developed incrementally. Given past examples of residential development subject to the City's Hillside (-H) combining district, it would be unprecedented for build-out of all units in the 'Western Hills Annexation Area' to occur in a coordinated, immediate and comprehensive manner. Rather, it is expected that parcels will be sold and developed individually over the course of the next (5) five to (10) ten years.

Furthermore, if the identified units are not transferred as part of the 7th Cycle, it is understood that the City and the County would be required to amend and adopt revised 6th Cycle Housing Elements within 30 months and 180 days respectively per Government Code §65584.07(b)(2-3). Upon consultation with the County, it was determined that the practicality and value of facilitating an update to approved and adopted 6th Cycle Housing Elements within the time-frames identified was limited, and potentially deleterious given the financial and staff resources required to facilitate a general plan amendment.

In addition to limited residential development and open-space preservation, the 'Western Hills Annexation' seeks to adjust the jurisdictional boundary of several legal parcels located predominantly in the City of Ukiah but bifurcated by the County of Mendocino. To ensure these parcels are fully incorporated the City has included them as part of this annexation request. As conveyed in Exhibit B, these parcels are not used for calculating the fair share adjustment of RHNA, as they are relatively small parcels associated with developed lots that are the result of historic cartographical errors.

The City of Ukiah and the County of Mendocino have agreed in principle to the aforementioned allocation, as well as the application of transferred units to the 7th Cycle, and will work with MCOG to process this adjustment in coordination with Mendocino LAFCo, as well as HCD.

Best Regards,



Jesse Davis, AICP
Chief Planning Manager

CC: Mendocino County Planning & Building Services (Julia Krog); Mendocino Council of Governments (Nephele Barrett); Department of Housing & Community Development (Kevan Rolfness)

Enclosed: Exhibit A (Mendocino County Master Tax Share & Housing Allocation Requirements); Exhibit B (Fair Share Housing Needs Analysis – Western Hills Annexation); Exhibit C (7th Cycle Assigned RHNA)

Regional Housing Needs Plan Allocation – Principles & Guidance

a. The Parties agree: a) the County's Regional Housing Needs Plan (the "RHNP") allocation was based on its unincorporated lands; b) subsequent Annexation(s) may limit the County's ability to satisfy its obligations under the Housing Element Law; and c) the RHNP allocation should be adjusted to reflect the impact of an Annexation on the County's obligations under the Housing Element Law. Therefore, the Parties agree, in the event that the relevant City or a non-party proposes to annex a specific territory, the relevant Parties will work together in good faith to attempt to reach a mutually acceptable agreement to transfer a portion of the County's allocation to the relevant City.

b. The following general principles shall be used as a framework to reach such an agreement:

i. Where a City Annexation includes undeveloped territory that the relevant City's general plan and rezoning proposes for residential development, a portion of the County's Regional Housing Needs Allocation ("RHNA") shall be transferred to the City in an amount equal to potential residential units, including accessory dwelling units ("ADU's"). This transfer shall be calculated by using the City's rezoning for each legal parcel. Should the territory include an approved subdivision, units will be transferred as identified on the approved tentative map or project description. If such transferred number of units is fewer than the number of units such territory is designated for in the County General Plan or in the Residential Sites Inventory of the County's Housing Element, the relevant City and the County shall negotiate in good faith the amount to be transferred.

ii. Where a City Annexation includes developed territory that the relevant City designates and rezones for residential purposes, a portion of the County's RHNA would be transferred to the relevant City in an amount equal to the unrealized units on underutilized properties for that area; *provided*, however, that such transfer shall not include ADUs or existing mobile home parks. This transfer shall be calculated by using the relevant City's rezoning for each legal parcel. If such transferred number of units is fewer than the number of units such territory is designated for in the County General Plan or in the Residential Sites Inventory of the county's Housing Element, the relevant City and the County shall negotiate in good faith the amount to be transferred.

iii. Where a City Annexation includes territory that the relevant City's general plan and rezoning proposes for commercial or industrial purposes, no adjustment of the RHNP shall be required, unless the proposed Annexation includes commercial territories on the Residential Sites Inventory of the County's Housing Element, in which case an amount equal to the identified residential units would be transferred to the relevant City.

c. The income-level of transferred units shall be negotiated in good faith per the existing MCOG Annexation policy and State law. The Parties acknowledge that meeting

the need in the lower income category requires higher residential densities and proximity to services, that an Annexation may result of the loss of lands that would otherwise be available to the County to meet the lower income obligations, and that such losses are an important factor in the good faith negotiations.

d. Should a City seek to annex unincorporated territory for the purposes of open-space, agriculture or public facilities, no adjustment of the RHNP shall be required, unless any portion of the territory is designated for residential development in the County's Residential Sites Inventory of the county's Housing Element, in which case the parties shall negotiate a transfer in good faith.

e. If the County has already fulfilled its RHNA obligations for the current Housing Element Cycle, no modification of the RHNP allocation shall be required.

DRAFT



FAIR SHARE HOUSING NEEDS MATRIX – WESTERN HILLS ANNEXATION AREA					
APN	ACRES	OWNER	RHNA TRANSFER	MTA DETERMINATION	ANNEXATION PURPOSE
003-110-90	4.14	Adonis & Sarah Noguera (Private)	1 Unit	Partially Developed - Residential	Access to Development Agreement Parcels
003-190-09	10.2	Adonis & Sarah Noguera (Private)	2 Units	Undeveloped Residential	Access to Development Agreement Parcels
001-420-40	1.49	Robert R Beltrami (Private)	1 Unit	Partially Developed - Residential	Partially Developed Residential – Unincorporated Island
001-041-02	1.33	Grayden Huff (Private)	0 Units	Correction	Adjustment City/County Boundary
001-041-03	0.66	Amanda Reiman (Private)	0 Units	Correction	Adjustment City/County Boundary
001-041-04	0.48	Amanda Reiman (Private)	0 Units	Correction	Adjustment City/County Boundary
001-041-05	1.13	Marlene Werra TTEE (Private)	0 Units	Correction	Adjustment City/County Boundary
001-041-06	0.74	Marlene Werra TTEE (Private)	1 Unit	Partially Developed - Residential	Undeveloped Residential – Unincorporated Island
001-041-01	35.5	Marlene Werra TTEE (Private)	2 Units	Undeveloped Residential	Undeveloped Residential – Unincorporated Island
001-040-81	2.4	William Edwards (Private)	0 Units	Correction	Adjustment City/County Boundary
Development Agreement - Parcel 1	10	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 2	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 3	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 4	9.9	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 6	9.2	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential

Development Agreement - Parcel 7	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 8	665	City of Ukiah (Public)	0 Units	Undeveloped - Public	Development Agreement – Public Facilities
Development Agreement - Parcel 9	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 10	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
Development Agreement - Parcel 11	5	D&J Investments, LLC	2 Units	Undeveloped Residential	Development Agreement - Residential
TOTAL			27 Units		



7th Cycle Existing & Proposed Regional Housing Needs Allocation LAFCo File No. A-2022-02

**7th Cycle Housing Element (Existing)
City of Ukiah**

Income Level	Housing Units
Very-Low	TBD
Low	TBD
Moderate	TBD
Above-Moderate	TBD



**7th Cycle Housing Element (Proposed)
City of Ukiah**

Income Level	Housing Units
Very-Low	TBD
Low	+14
Moderate	+13
Above-Moderate	TBD

**7th Cycle Housing Element (Existing)
County of Mendocino**

Income Level	Housing Units
Very-Low	TBD
Low	TBD
Moderate	TBD
Above-Moderate	TBD



**7th Cycle Housing Element (Proposed)
County of Mendocino**

Income Level	Housing Units
Very-Low	TBD
Low	-14
Moderate	-13
Above-Moderate	TBD



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Receive Public Comment; Discuss Final Grantee Performance Under State Community Development Block Grant 20-CDBG-12041; Adopt Resolution Confirming Project Closeout and Reimbursement of Grant Expenses from the California Department of Housing and Community Development; and Approve any Corresponding Budget Amendments Required as part of the Grant Closeout Process.

DEPARTMENT: Community
Development

PREPARED BY: Jim Robbins, Housing and Grants Manager

PRESENTER: Jim Robbins, Housing and Grants Manager

ATTACHMENTS:

1. Resolution_2020-43
2. Bus_Assist_Loan_Prog_Guidelines
3. Bus_Assist_Loan_Prog_Fact_Sheet
4. Standard_Agreement_20-CDBG-12041
5. Proposed Resolution

Summary: Council is requested to conduct a public hearing to receive a report from Staff on performance and accomplishments from State Community Development Block Grant #20-CDBG-1241; receive public comment related to the City's performance on this grant project; adopt a Resolution acknowledging project accomplishments and confirming activity completion; and approve any corresponding budget amendments required as part of the grant closeout process.

Background: On August 5, 2020, the Ukiah City Council adopted Resolution No. 2020-43 (Attachment 1) authorizing the submittal of a State Community Development Block Grant (CDBG) application in response to the 2020 CDBG Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD). The authorizing Resolution for the application included the Business Assistance Program (project), a Microenterprise Technical Assistance Program, the Orr Street Bridge and Transportation Corridor Study and Plan, and a Design and Feasibility Study for ADA Improvements to 501 S. State Street, all of which were funded in separate standard agreements in 2021. HCD awarded the City \$500,000 in State CDBG funds for the project, in addition to \$140,000 in CDBG Program Income (PI), and the City executed Standard Agreement 20-CDBG-12041 on June 22, 2021 (Attachment 4). Awarded project activities consisted of the following:

“City of Ukiah Business Assistance Program”

The goal of the program was to loan funds to businesses in Ukiah to facilitate the creation or retention of 12 jobs, at least 51% of which would be filled by low or moderate individuals. Working with the City's procured program operator and underwriter, Community Development Services (CDS), City staff modified the 2016-2019 CDBG Business Assistance Loan Program to provide flexible, low interest forgivable loans to small and medium-sized businesses in Ukiah to offset the negative impacts of the COVID-19 Shelter in Place (SIP) order, assisting businesses with financial recovery. Where needed, the City's CDBG Business Assistance program would also assist businesses to start up or expand. The repayment schedule for each loan was based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery

period. In most cases, the loan forgiveness period was two years. Loans made after the lifting of the SIP order did not include the loan forgiveness process.

The loan forgiveness aspect of the Business Assistance loan program was modeled for the first time in CDBG's history by the City, after a major rewrite of program guidelines, to provide assistance to struggling businesses following the pandemic- and to keep local residents employed at these businesses. Loan forgiveness was based on the business retaining full-time equivalent positions, 51% of which were to be filled by members of low and moderate income households during the recovery period. Loan payments were deferred for a period of time based on a financial forecast of debt service capacity utilizing the HUD CDBG underwriting criteria.

Discussion: The original program goal was to assist eight (8) businesses with CDBG Business Assistance loans. The program was able to assist six (6) businesses during the three-year grant period due to the average individual loan amount (\$87,500) being more than originally anticipated (\$65,625). 15 jobs were retained, three more than the anticipated 12 jobs.

The grant program deliverables include the following:

- Business Assistance Program Guidelines (Attachment 2)
- Business Loan Program Fact Sheet (Attachment 3)
- Loans closed to 6 businesses, creating or retaining 15 jobs

Together with Community Development Services, City Staff successfully implemented the CDBG-grant funded Business Assistance Program between July 2021 and June 2024. Six businesses were assisted with low interest loans to create or retain 15 jobs. Three of the six loans included two-year loan forgiveness terms due to the COVID-19 Shelter in Place order. The total amount of 20-CDBG-12041 grant Activity funds expended for the project was \$416,800, representing an expenditure rate of 97% of total available Activity grant funds. \$140,000 of City Program Income (PI) funds were expended, representing a PI expenditure rate of 100%. \$36,262 in Activity Delivery funds and \$32,711 in General Administration funds were also expended.

Since the City's CDBG Business Assistance Program was first launched in 2010 as the Revitalizing Business Investment and Lending Development ("ReBILD) program, it has performed very well, with high expenditure rates of CDBG funds, many jobs retained and/or created, and nearly 20 businesses assisted in city limits. Supported entirely by CDBG funding, the City's Business Assistance program provides an example of the economic multiplier effect that can be achieved through targeted, robust economic development financing programs.

Staff recommends Council receive this report, conduct a public hearing to receive public comment on the City's performance related to grant 20-CDBG-12041, and adopt a Resolution acknowledging accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State (Attachment 5).

Recommended Action: 1) Receive report from Staff on final performance related to State Community Development Block Grant 20-CDBG-12041; 2) conduct a public hearing to receive public comment; 3) adopt a Resolution acknowledging accomplishments, confirming activity completion, and confirming receipt of grant reimbursement funds from the State; and 4) approve any corresponding budget amendments required as part of the grant closeout process.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: \$500,000 + \$140,000 in CDBG PI

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Craig Schlatter, Community Development Director; Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the City of Ukiah as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, of not to exceed \$850,500, for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:

City of Ukiah Microenterprise Technical Assistance Program	\$ 140,000
General Administration – Microenterprise Technical Assistance Program	\$ 10,500
City of Ukiah Business Assistance Program	\$ 431,000
Activity Delivery – Business Assistance Program	\$ 34,000
General Administration – Business Assistance Program	\$ 35,000
Orr Street Bridge and Transportation Corridor Study and Plan	\$ 150,000
Design and Feasibility Study for ADA Improvements at City of Ukiah Municipal Services Facility Located at 501 South State Street	\$ 50,000
Total Grant Amount	\$ 850,500

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$140,000 for the City of Ukiah Business Assistance Program described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its applications.

SECTION 4:

The City hereby authorizes and directs City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

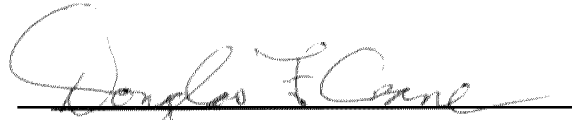
If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on August 5, 2020 by the following vote:

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



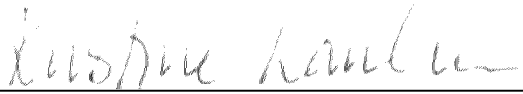
Douglas F. Crane, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 5th day of August, 2020.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: 
Name and Title



2021 CDBG BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES

TO BE FUNDED BY: 20-CDBG-12041 AND CDBG PROGRAM INCOME

Adopted by City Council: July 7, 2021

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1. Description of Business Assistance Activity

The City of Ukiah is proposing to utilize CDBG 2020 NOFA funds for the purpose of establishing a business assistance revolving loan fund. The purpose of the revolving loan fund is to provide flexible low interest forgivable loans to small and medium sized businesses in the City of Ukiah to offset the negative impacts of the COVID-19 Shelter In Place (SIP) order and to assist these businesses with financial recovery. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

Loan forgiveness will be based on the business retaining full time equivalent positions of which 51% are to be filled by members of low/moderate income households during the recovery period. Loan payments may be deferred for a period of time based on a month by month annual financial forecast of debt service capacity utilizing the required six HUD CDBG under writing criteria. A key element of this analysis will be a review of the past two years business tax returns, to determine past business viability, and a review of recent in-house, bookkeeper, or CPA-prepared profit and loss and balance sheet statements measuring the impacts of the Shelter in Place order on the business. The next step will be the development of a month by month one-year financial forecast, based on the business history, combined with the evolving relaxation of the order on the business future cash flow. The forecast will determine the loan repayment and loan deferral schedule.

In order to provide additional technical and objective expertise, the program operator will utilize the services of the regional NorCal Small Business Development Finance Center to help the borrower prepare the one year forecast statements and to assist with the financial evaluation process. The business owner will prepare the forecast with assistance from the NorCal SBDC Finance Center consulting team.

The loan fund design is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. It is based on the retention of jobs. It is also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. The program will provide loan funds in cooperation with private lenders, including but not necessarily limited to Umpqua Bank, Tri Counties Bank, Bank of the West, West America Bank, and Savings Bank of Mendocino County. These banks will provide referrals to the city loan fund operator. The nonprofit lenders, which include Mendocino Economic Development Finance Corporation, the Arcata Economic Development Corporation, and the SBA, will also provide referrals to the program. The goal will be to arrange companion loans when possible to leverage other loan funds and extend the City loan program capacity to serve more businesses.

In some cases, the WEST Business Development Center, utilizing resources being made available through the Business Innovation and Resiliency Fund for Mendocino County, may award grants to support micro businesses that participate in working groups and one on one consulting activities. These activities are designed to help small businesses

survive during the recovery period. The WEST Business Development Center will also provide referrals and, in some cases as a condition of the loan, provide follow up technical assistance as needed to improve the likelihood of the borrower's success. The WEST Business Development Center may also provide business support services to help program borrowers rebuild their businesses. Because the WEST Business Development Center is part of the traditional SBDC family of service providers, its consultants can serve a variety of small businesses with follow up technical assistance.

2. Program Overview

Administration

The City will administer the program with in-house experienced CDBG staff administrators. The City will assist the program operator, Community Development Services, in implementing the program.

City of Ukiah CDBG Administrator: Craig Schlatter, Director of Community Development
Department: Community Development
Address: 300 Seminary Ave. Ukiah, CA 95482
Phone Number: (707) 463-6219
Email Address: cschlatter@cityofukiah.com

Implementation

Community Development Services will be responsible for working with the banks, public lenders, originating and underwriting business loans, documenting compliance with CDBG regulations, and preparing the loan closing documents.

Principal Program Operator: Jeff Lucas, Principal
Agency: Community Development Services
Address: 3895 Main St. Kelseyville, CA 95451
Phone Number: (707) 279-1540
Email Address: jefflucas@mchsi.com

CDBG Program Requirements

Eligible Applicants

CDBG funds under this Program can only be expended on the eligible activity authorized under Title I of the Housing and Community Development Act of 1974 (hereafter called "Act"), section 105(a)(17): special economic development, providing direct financial assistance to private for-profit businesses.

An eligible applicant is:

- an existing business legally operating, with any required local business license, insurance, permits per local, state and federal requirements;

- an applicant with a non-operating start-up business may not have all required licenses or insurance, so these items will be made a condition of loan closing;
- a person or persons wishing to buy an existing business;
- a business leasing tenant space or owner-occupied business in the service area.

The loan applicant must provide documentation that the proposed project will meet CDBG eligibility criteria of national objective and public benefit requirements. The loan applicant must provide documentation of meeting reasonable commercial underwriting criteria outlined in below in these guidelines as well as HUD CDBG mandated six underwriting standards. These mandated criteria are described below.

Specific ineligible loan applicants include:

- a business operating a private “exclusive” recreational facility;
- non-profit businesses are not eligible under this program;
- a businesses or person(s) with unresolved state / federal tax liens;
- a business or person in bankruptcy process are not eligible until bankruptcy process is complete.

3. Eligible Project Costs

The following list is provided for reference in order to clarify that CDBG funds will only be used for CDBG eligible activities. The primary purpose of the loan program will be to retain businesses and retain jobs. CDBG funds are non-discretionary and restricted to certain eligible costs.

- operating capital and inventory;
- furniture fixtures and equipment (FF&E), with or without installation costs;
- project site improvements, new construction or rehabilitation of leased space or owned building;
- engineering and architectural plans and required permits or fees;
- purchase of manufacturing equipment (with or without installation costs);
- refinancing of existing business debt when done in conjunction with restructuring of other existing private financing debt(s);
- purchase of real property, when it provides positive cash flow for new jobs;
- relocation grants for persons displaced due to funding of the project;
- purchase of an existing business, including documented value of good will.

Ineligible Costs

CDBG funds are non-discretionary, limited to certain eligible costs described in the section above. Some ineligible costs are:

- costs incurred prior to submittal of BA loan application and environmental review completion;
- costs associated with residential housing development, i.e. on mixed use project;
- costs associated with supporting “other” businesses the applicant owns;

- costs on a funded project not meeting a national objective;
- personal expenses such as cars, home repairs, not directly associated with the business;
- costs of paying off personal credit cards;
- costs of paying off any personal debt not directly associated with business;
- cash payments of any kind made directly to the assisted business owner(s) (wages or draws) from loan proceeds;
- costs associated with a funded project when the owner(s) or business is found to be on federal debarred list;
- public infrastructure in support of the business;
- research and development costs for future production (speculative).

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval from the City. If there is a substantial change in the project scope of work or underwriting, then the loan must be re-evaluated by the City, per state and federal regulations, prior to loan closing or disbursement of CDBG funds.

4. Meeting National Objective Standards

All eligible activities funded under this program must meet a CDBG “National Objective” as described in the Act, Section 104(b)(3) and federal regulations 24 CFR Part 570.483. Projects not documented as meeting a national objective are an ineligible activity. Below is a general description of documenting how a project meets the national objective of benefit to low - moderate income (LMI) persons. The City will use Department specific guidance for ensuring each eligible project funded is documented as meeting a national objective.

Projects normally meet a national objective standard when they create or retain jobs and provide over half; at least fifty one percent (51%), of the new job positions or retained positions to low/moderate income (LMI) qualified persons. Businesses proposing to retain or create jobs to LMI persons must agree to allow the City, or their designated representative, to meet with each job applicant prior to hiring or returning to work and complete a Self-Certification of Income Form. Payrolls must be collected by the City and compared before and after the loan closing to prove over half of job positions are provided to low-moderate income persons. This will prove the project’s job retention met the national objective of principally benefiting LMI persons.

5. Meeting Public Benefit Standards

All eligible project activities funded under this program must meet a minimum CDBG “Public Benefit Standard” as described in the Act, section 104(b)(17) and federal regulations; 24 CFR Part 570.483(f)(g). Public Benefit is provided by the loan recipient in return for use of subsidized federal funds, and provides a funding limit or “cap”.

For projects meeting national objective via jobs provided to LMI persons, the Public Benefit standard is jobs, and the maximum CDBG loan funding available is limited to

\$35,000 per job. The City will require loan applicants to provide an estimate of public benefit generated by investment of CDBG funds into the business via the Job Tracking Form. The jobs retained must also be included in the business forecast spread sheet as a business expense. This proposed level of public benefit will be verified after investment of CDBG funding.

CDBG public benefit requirements of the program will be disclosed by the City program operator at the start of the application process. The City will use HUD CDBG financial underwriting to identify the need for a CDBG loan and determine the reasonable public benefit that will be generated from the loan.

6. Meeting CDBG Underwriting Requirements

In addition to documenting that the project meets CDBG public benefit standard, the loan must also be documented as meeting six HUD CDBG underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the City and ensure projects are financially sound enough to meet public benefit and national objective job retention standards. The six underwriting standards are general, qualitative, and are supported in part by commercial underwriting standards defined below.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner's equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);
- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

7. Meeting Other Federal Program Requirements

Since these loans are provided from a federal funding source, there are a number of federal laws and requirements which are triggered by their use. The City will require loan applicants to provide information which allows them to make a compliance determination. Applicants are required to sign loan disclosures and work with City staff to ensure each project is in compliance with any of the triggered, applicable regulations listed below. The sections below are program requirements.

National Environmental Policy Act (NEPA): Every project funded under the program must be reviewed under HUD NEPA regulations 24 CFR Part 58 and the City's NEPA Certifying Officer must sign and certify an Environmental Review Record (ERR) for each project

prior to approval or disbursement of loan funds. The City is required to sign and certify the correct NEPA ERR, per current Environmental Review Requirements.

The ERR level of review is based on the project's "aggregated" scope of work, which includes all proposed project funding. Any construction or equipment installation proposed will require more review work on the ERR. The ERR will be done early in application process, as soon as the project is deemed eligible and scope of work is finalized. No costs will be charged to the Borrower for this process. Applicants must sign Department certification form that no "choice limiting action" under NEPA regulations has or will take place.

Prevailing Wage Compliance: If a project proposes to use CDBG funds to pay costs for any construction project, then federal and state labor standards compliance must be documented. Davis-Bacon Act (40 USC 276a - 276a-5) and related laws are "triggered" when any CDBG funding is used to pay for any project construction costs. Lender will follow *Department guidance in current Labor Standards Chapter of the GMM* for prevailing wage compliance on funded projects.

Additional labor costs will be added to projects proposing to use CDBG to pay for new construction, rehabilitation, or equipment installation. The City will work with loan applicants to ensure project compliance. The additional time and work required by prevailing wage regulations will be disclosed to the borrower as soon as possible. Any additional costs resulting from this regulation will be incorporated into the CDBG loan approval.

Acquisition and Relocation Laws: All applicants proposing to use CDBG funds for purchase of real property must comply with 49 CFR Part 24 Acquisition laws. The City will provide required Seller Disclosure for execution as part of meeting this requirement.

All applicants proposing projects which trigger relocation compliance i.e. result in displacement of persons per Uniform Relocation Act (URA), must work with City to ensure compliance with this law. Additional costs associated with relocation compliance will be disclosed to the applicant prior to CDBG loan approval and included in project loan approval.

All applicants must sign a Certification of No Job Pirating. Job pirating is prohibited per CDBG federal regulation 24CFR 570.482 (h). Job pirating is defined as using CDBG public funds to facilitate the moving of a business and associated jobs from one jurisdiction to another (business attraction). As such, CDBG federal funds cannot be used to attract / subsidize a business to move from one labor market area to another or keep a business from moving out of a labor market by making a retention argument. The County will require all applicants to sign a non-job pirating certification.

Loan applicants will sign a Certification of No Conflict of Interest. In accordance state and federal regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or

decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this program. The City will require all applicants to sign a non-conflict of interest certification, any questions about state conflict of interest laws will be referred to City's legal council for final determination.

All program applicants must obtain a DUN's number, if they do not already have one. The DUN's number is free and can be obtained online. In addition, prior to loan approval, the Lender will document that the business being assisted and all owners and affiliated businesses are verified as not on the federal debarred contractors list. HUD also requires that the Department and the City collect certain income and demographic data from the business and any beneficiaries of CDBG funds.

8. Loan Processing and Approval

Fair Lending Compliance

The City CDBG Business Loan Program will be implemented in a way that is consistent with the City's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause. All personal and financial information of loan applicants will be kept confidential.

Loan Application Processing

Certain key anchor businesses within the City will be given initial priority to determine their need for financing. Once this process is completed, loan applications will be processed on a first come first served basis. The City will accept loan applications and review them for initial eligibility. Applicants that do not meet basic CDBG requirements of the program will be sent a letter or email of explanation. All applications received will be kept on file to document fair lending standards. Applications that meet basic eligibility requirements will be contacted for a site visit and collection of additional information.

Loan files will be set up as applications are received and compliance information gathered. The business will be required to provide accurate financials for past, current and future projection of the business operations. All owners will have credit checks conducted as part of loan underwriting. The City may arrange to provide sample financial Excel forms (balance / cash flow sheets, profit and loss, personal financial statements, and proforma) and coordinate the use of these tools with the NorCal Small Business Finance Center who will assist the loan applicant with preparing the month by month one-year financial forecast. This arrangement will provide an objective source of guidance to the applicant, and accelerate the lending process.

Loan applicants are responsible for providing accurate and timely information to the City as part of the loan process. This may include:

- disclose all business owners with twenty percent or more ownership;
- disclose all other businesses the owners have an ownership interest of twenty percent (20%) or more;
- provide current personal financial statements for each owner;
- disclose sources of collateral and security;
- provide business historic financial information, including year to date;
- disclose sources of cash for any equity investment proposed;
- provide third party documentation of eligible project costs;
- provide market study or document basis of future sales projections;
- provide management capacity documentation for ability to execute;
- provide necessary information to clear federal overlays.

The City and its program operator will assist the loan applicants with meeting these requirements where applicable in the most fundamental and expeditious manner possible. Once the City and program operator have compiled a complete loan file with all the credit, financial, and underwriting information needed to show the loan is eligible under these guidelines, then a loan proposal will be prepared. The proposal will be submitted to City Loan Committee for their approval. Once approved, the City program operator will craft loan closing documents for signing by the borrower and then the City. Funds will be provided to the borrower in accordance with CDBG distribution requirements.

Loan Approval Process

The Loan Committee shall be made up of three (3) individuals from the local nonprofit and/or for-profit lending community. The City of Ukiah's Deputy City Manager/Economic Development Lead will serve as a fourth Loan Committee member, and a fifth Loan Committee member will include an associate planner, senior planner, or planning manager from the Community Development Department. The two City staff members serving on the loan committee will also assist as alternates if one of the primary loan committee members has a conflict due to the provision of matching lending on a Business Assistance loan program transaction. Loan Committee meetings will be scheduled as loan proposals are ready for presentation. Members may request additional information and/or attach conditions on closing or funding of the loan. If the loan is approved, then the City can move forward with loan closing.

Applicant Confidentiality

Persons involved in the loan process for this Program will not disclose any of applicants' business or personal confidential information as part of loan review and approval process. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval. All personal and business

confidential information of loan applicants will be kept in a locked secured storage facility and are not available to persons outside of the program.

9. Dispute Resolution/Appeals Process

Any business applying for assistance through this program has the right to appeal if their application is denied. The appeal must be made in writing to the City Community Development Department. The Department will then schedule an appeal meeting for the applicant that will be heard by the Director of Community Development. If the application is denied a second time then the person may ask to have their appeal presented to the City Council for a final decision.

Exceptional Circumstances

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. The City may initiate consideration of an exceptional/special circumstance to the policies in these guidelines as long as it does not violate CDBG federal / state requirements. A written analysis of the exception will be prepared and submitted with loan approval request. This analysis shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The loan approval shall be made after review and acceptance of the exceptional/special circumstances request.

10. Loan Closing Process

After approval, the City's program operator will prepare for the loan closing with an Escrow Company if real property is involved. All loan document signings will be witnessed by a Public Notary. The loan closing documents are Laser Pro documents, which are the standard loan documents used by Banks and lenders. The borrower will sign all the necessary documents and agreements. Then the City will sign the documents. The original loan documents will be kept in a fire proof safe at City Hall.

Determination of Loan Amount

The Program has a minimum loan amount of \$35,000. The maximum loan amount is \$70,000. The actual loan amounts will be based on the business's need for capital to recover from the Shelter in Place order and retain employees. Loan amounts may be increased based on Loan Committee approval.

Determination of Loan Term

The loan term is tied directly to the debt service capacity of the borrower, the use of funds, and what security is being pledged for the loan. If a business needs operating capital, equipment, inventory, or supplies, then the term of the loan can be amortized over seven years to minimize monthly loan payments. If the loan is for real property improvements and can be secured on real property, then the terms can be extended out to 10 years. The key element of this loan program is to provide for loan balance forgiveness when the business has met its job retention requirements. The measurement for the meeting this

requirement is based on the business retaining one full time equivalent job for every \$35,000 loaned for a period of two years. The job retained must be filled from a member of a low to moderate income household. Once the business has done that, the loan balance can be forgiven. This policy will encourage the business to retain employees during the anticipated COVID-19 recovery period.

Determination of Interest Rate

The loan interest rate will be one percent (1%).

Loan Processing Fees

The program provides administration funds to pay for loan processing and servicing costs. No direct loan fees will be charged to the borrower. Also, there is no pre-payment penalty on the loans under this Program.

11. Loan Application Evaluation

Each project/business will be evaluated based on the how it has performed in the past and its future financial forecasts. Specifically, the following questions will be asked upon receipt of the loan application. The loan application has been vetted by HCD staff and designed to obtain the information and documentation necessary to determine loan eligibility.

- Is business an eligible applicant?
- Are the proposed project costs eligible?
- Will project meet a CDBG national objective?
- Will business meet public benefit jobs retention?
- Does project appear to meet six HUD underwriting standards?
- Are federal overlays triggered that will adversely impact project development?
- Are the business and all owners' credit worthy?
- Does the business and owner pay bills on time, collect on time?
- Does owner have documented market demand for projected sales?
- Does owner have management capacity to operate the business?
- Does owner have financial accounting capacity to operate the business?
- Is the owner contributing a reasonable amount of equity?
- Is the owner able to get conventional bank financing, if not, why not?
- Was the business financially viable in the past (net income covers debt)?
- Are there reasonable financial assumptions for future viability/success?
- Is there enough collateral available to secure the proposed loan?
- Is the owner's personal financial status stable?

By collecting enough initial application information to answer the above list of questions, the City will have a good sense of how strong a borrower is, and how successful they will be, if assisted with a CDBG loan. Most of this information is collected on the loan application form and verified verbally at the initial site visit with the owner. By meeting

the borrower and asking these questions the City will know what additional information/documentation needs to be collected to provide a clear picture and documentation of how CDBG funds can be used to retain the business and its jobs.

Personal and Business Credit

Each applicant will have third party credit reports obtained showing credit scores and payment history. All owners and their spouses with twenty percent (20%) or more interest in the business will get credit reports reviewed. If the personal credit reporting service, Sarma, which provides detailed credit history from Transunion, Experian, and Equifax, provides low credit scores or shows poor credit history, applicants must provide a written explanation of their current credit situation to clarify their situation.

Personal and Business Financial Information

Personal financial statements will be required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the person. In addition to these statements, federal tax return statements for owners and the business for the past two years are needed to give a historic perspective of income.

For the business fiscal year, historic financial statements will be required. These will consist of past two year's balance sheets and cash flow statements, generated from past tax returns. These statements should be put together by the person responsible for doing the bookkeeping and finance management for the business.

A budget showing how the funds will be used must be provided so we understand how the CDBG funds will be used. Using the information in these financial statements, along with any back up documentation required, will provide the information necessary to prepare the loan proposal.

Collateral Requirements

When possible, loans under this program will be collateralized using commercial lending standards. However, the City understands that some borrowers will not have the collateral available to meet conventional lending standards. In these cases, we will determine if the borrower is fully committed to the loan and has provided as much collateral as possible as security for the loan. In addition, the City recognizes that CDBG funding is typically in a subordinate position to banks and other lenders.

It is the goal of the Program to get the best lien position possible to ensure loan repayments. Types of collateral may include:

- Secured liens on real property,
- UCC liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Personal and corporate guarantees, as appropriate, and
- Life insurance assignment and other collateral, as appropriate.

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Combined loan to value ratio on collateral for the typical CDBG loan should not exceed ninety percent (90%). Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations.

Business Experience and Management Capacity

The loan applicant will provide brief management histories to show the experience of business owners and their management staff in successful operation of the existing business or something comparable.

12. Loan Servicing

The City will retain all original project files within locked storage. Original legal documents will be kept in locked fire proof filing system for future loan servicing. The City will provide annual income tax statements to the borrower for their tax purposes and other documentation as required within the loan closing documents. All loan payment will be made directly to the City and deposited into a CDBG Program Income Revolving Loan Fund account. City staff will inform the loan program operator if payments are late and the program operator will follow up.

The City will require periodic financial statements, annual tax returns, and proof of insurance annually from the borrower during the course of the loan term. Upon reviewing the borrower's financial statements, the City may require the business to take actions that improve the business cash flows. In some cases, the borrower will need to update the city program operator on how the businesses is doing. In these situations, the NorCal SBDC Finance Center will provide vitiations and assistance as needed to help the business and maintain open communication with the City.

The borrower must disclose any sale of equipment or assets that are used as loan security by the Lender. The borrower may submit a written request to the City to change the CDBG loan terms, if the business is not able to fully service CDBG debt repayments or if they wish to pre-pay the loan by making one or more larger payments.

Demand Projections

It is anticipated that eight loans will be made within eighteen months of program implementation.

13. Readiness

The City has an existing contract with Community Development Services, (CDS) to assist with CDBG related activities. This firm has over 30 years of experience with CDBG business loan programs and is ready to implement the program once approved by HCD.



City of Ukiah
300 Seminary Ave., Ukiah, CA 95482

Business Loan Program

Purpose	The City of Ukiah offers business loans funded with Community Development Block Grants (CDBG). The purpose of these business loans is to provide flexible financing to businesses which, in turn, create or retain jobs.
Funding Source	State Housing and Community Development Department (HCD) Community Development Block Grant (CDBG)
Loan Amount	From \$35,000 to \$70,000 * depending on funds available.
Interest Rates	1.0%, based on the cash flow needs of the borrower and the risk level of the loan. Repayment terms are based on the ability of the business to repay the loan.
Collateral	Junior lien positions are possible, a personal loan guarantee is required.
Repayment Schedules/Terms	A deferral of payments is possible based on income & expense projections and the loan term can exceed the life of the asset. The repayment schedule is based on the capacity of the business to repay the loan.
Loan Fees	None
Job Creation/Retention	One job per \$35,000 loaned, with 51% of the jobs to be filled by members of the low to moderate income group.
Use of Funds	Purchase of equipment, inventory, real property, working capital, debt consolidation. Construction is less preferable due to Davis Bacon Labor Law requirements.
Contact	Jeff Lucas, Program Consultant Community Development Services 3895 Main Street Kelseyville, CA 95451 Office: 707-279-1540 Email: jefflucas@mchsi.com

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

 AGREEMENT NUMBER
 20-CDBG-12041

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Ukiah

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$640,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	21
+ - Exhibit E	Program Application	172

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Ukiah

CONTRACTOR BUSINESS ADDRESS

300 Seminary Ave

CITY

Ukiah

STATE

CA

ZIP

95842

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

04/26/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBG-12041	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contract Office Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED

6/22/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**ADMINISTRATION AND MANAGEMENT DIVISION****Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95842

Dear Sage Sangiacomo,

**RE: City of Ukiah
Contract No.: 20-CDBG-12041**

Congratulations on your Community Development Block Grant (CDBG) Program Award. You have received your CDBG Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Connie Mallavia, CDBG Program Manager, Federal Programs Branch, at (916) 263-2711 or email Connie.Mallavia@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson

Contracts Analyst

cc: Janice Waddell, Branch Chief, Federal Programs Branch

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG -Community Development Block Grant Program. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department

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- reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
- 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any

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extensions beyond the 36 months will require the Department's approval and a contract amendment.

- B. Expenditure Deadline: All Program funds shall be expended no later than 36 months (three (3) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

- a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than thirty (30) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the expenditure deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.

- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

- a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until

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the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

- 2) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. **Scope of Work Revisions and Amendments**

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

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- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
- b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. **State CDBG Program Contract Management**

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager of the State CDBG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 263-2711
Email: CDBG@hcd.ca.gov

- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:
 - a) Financial Reports (Funds Requests);
 - b) Activity Reports;

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- c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes);
and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.
- 4) **Capacity to Contract**: Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.
- 5) **Authority to Execute**: Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the

EXHIBIT A

Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

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2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.
- D. Withholding Funds: The Department reserves the right to withhold payments

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- pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG funds.

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Reports must be for a minimum of \$1,000.00, with the exception of the final funds request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs

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for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline referenced in Exhibit A, Section 4 of this Agreement.
 - 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to

EXHIBIT B

the Expenditure Deadline of this Agreement.

- 3) **Return of Unexpended Funds:** All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) **All Funds Not Previously Requested:** If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 4, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

- A. **Budget Revisions:** Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be

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deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall

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be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG activity costs have previously been drawn down or are being drawn down on the same funds request.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a

EXHIBIT D

- given reporting period.
- E. "Department" means the California Department of Housing and Community Development.
 - F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
 - G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
 - H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
 - I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
 - J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
 - K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
 - L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG

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funds used.

- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section IV. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.

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- d) Withhold further and/or future awards of CDBG funds.
- e) Request that HUD initiate federal suspension debarment proceedings.
- f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

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- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

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8. **Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.
- B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. **Equal Opportunity Requirements and Responsibilities**

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

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- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. Section 3: Training, Employment and Contracting Compliance

Grantee shall comply with Section 3 of the Housing and Urban Development Act of

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1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR 135.32 and include, but may not be necessarily limited to:

- A. Implementing procedures designed to notify Section 3 eligible residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of Part 135 and incorporating the Section 3 clause set forth in 24 CFR 135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns to reach the goals set forth in 24 CFR 135.30. Recipients, at their own discretion, may establish reasonable numeric goals for the training and employment of Section 3 residents and contract awards to additional Section 3 business concerns that exceed the goals specified in 24 CFR 135.30.
- D. Assisting and actively cooperating with the Department in obtaining the compliance of contractors and subcontractors with the requirements of Part 135 and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of Part 135, the results of those actions taken and impediments, if any.

13. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and

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guidelines issued thereunder.

- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.
- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic

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Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

15. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this

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Agreement; or

- 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial

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Relations) are met.

- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. **Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.

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- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.
- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

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21. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. **Reporting Requirements**

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than five (5) years from the execution date of this Agreement as identified on the STD 213.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part

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with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

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24. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts,

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documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

28. Insurance

The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and

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subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

29. **Anti-Lobbying Certification**

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. **Conflict of Interest**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making

EXHIBIT D

process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

32. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

EXHIBIT D

- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: City of Ukiah Business Assistance Program

EXHIBIT E

Award Number

20-CDBG-12041

PO Number**Profile**

cschlatter@cityofukiah.com

Section I

Activity Category

Business assistance

Activity (BA/ME)

18A ED Assistance to For-Profits

National Objective (HCD USE)

(LMJ) Low/mod job creation and retention

National Objective (BA)

(LMJ) Low/mod job creation and retention

Section II

Measure Indicator (ED)

Jobs

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

12

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types**Additional Benefit Types**

Single Adults, Single Men, Single Women, Families

Section III

Project Title

City of Ukiah Business Assistance Program

Organization Name

City of Ukiah

Is this activity in a Colonia?

No

Is this activity for a non-Federally recognized Native American tribe?

No

For a list of Federally recognized Native American tribes in California please see <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>. For more information see the Governor's Office of the Tribal Advisor at <https://tribalgovtaffairs.ca.gov/>.

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

045

Census Tract

116

Census Block Group(s)

01

Address

300 Seminary Ave. Ukiah, CA 95482

Section IV

Activity Address

City of Ukiah incorporated area - 300 Seminary Ave. Ukiah, CA 95482

Activity Description

The City of Ukiah proposes the funding of a Business Assistance (BA) Revolving Loan Program through the CDBG 2019-2020 NOFA for businesses located in the city. The proposed BA Loan Program is a continuation of a successful BA Loan program most recently funded by CDBG grant #16-CDBG-11147 and CDBG Program Income. With an expenditure rate of 85% and full expenditure of Program Income, the 2016-2019 CDBG BA Loan Program resulted in the funding of three loans to businesses, creating 14 jobs and retaining 9. Two of the loans funded through the 2016-2019 program were for anchor downtown businesses, revitalizing areas of the downtown and leading to positive economic spillover impacts to neighboring retail and restaurant businesses in Ukiah.

City of Ukiah staff, working with the City's procured program operator and underwriter, Community Development Services, have modified the 2016-2019 CDBG BA loan program for the 2019-2020 CDBG NOFA application round. The purpose of the newly modified program is to provide flexible low interest forgivable (and amortized, where applicable) loans to small and medium sized businesses in Ukiah to offset the negative impacts of the COVID-19 Shelter in Place (SIP) order, assisting these businesses with financial recovery. Where needed, the City's CDBG BA program will also assist businesses start up and/or expand. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

Loan forgiveness will be based on the business retaining full time equivalent positions of which 51% are to be filled by members of low/moderate income households during the recovery period. Loan payments may be deferred for a period of time based on a month by month annual financial forecast of debt service capacity utilizing the required six HUD CDBG underwriting criteria. A key element of this analysis will be a review of the past two years of business tax returns, to determine past business viability, and a review of recent in-house, bookkeeper, or CPA-prepared profit and loss and balance sheet statements measuring the impacts of the Shelter in Place order on the business.

At least eight businesses will be assisted with 2019-2020 CDBG BA loan funds, leading to the creation and/or retention of at least 12 jobs for the benefit of low/moderate-income persons. City of Ukiah staff will administer the program and assist its program operator in the implementation of the program.

In order to provide additional technical and objective expertise, the program operator will utilize the services of the regional Northern California Small Business Development and Finance Center to help the borrower (business owner) prepare the one year forecast statements and to assist with the financial evaluation process. The business owner will prepare the forecast with assistance from the NorCal SBDC Finance Center consulting team.

Please note: Because the City's Business Assistance program is anticipated to be used at least in part for COVID-related financial recovery assistance, the City and its program operator CDS will insert language within the Business Assistance program application to minimize duplicating funding sources/benefits for the same activity. This is discussed further in the Activity Implementation Plan Narrative attached within the Threshold Section.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiary will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative

The CDBG Business Assistance loan program will be administered by staff of the City of Ukiah Community Development Department and implemented by the City's program operator, Community Development Services (CDS), with implementation assistance from City staff. A detailed task narrative, listing steps and an approximate timeline for implementation, is provided below. With the exception of #1, all narrative steps are to be immediately implemented after standard agreement general and special conditions have been approved by HCD.

1. City staff secure approval of draft Business Assistance program guidelines from Ukiah City Council- by August 26, 2020.
2. Concurrently, CDS markets program and provides outreach via email and phone to banks and public/non-profit lending institutions that participated in the program survey (see Market Analysis and Survey Process below), as well as the Ukiah Chamber of Commerce- by September 1, 2020. Marketing efforts will also include the preparation and posting of program fact sheet flyers on the City's web page and Facebook page and the Ukiah Chamber of Commerce website.
3. Begin processing loan applications- by September 1, 2020.
4. Continue marketing the program, including meeting with local lenders and partners, and utilizing other referral resources such as WEST Business Development Center and Visit Ukiah- ongoing, throughout program operation.
5. Process and underwrite loans; and secure loan approval from City of Ukiah Loan Committee- from September 1, 2020 to March 1, 2022.
6. Close loans to at least eight businesses, creating and/or retaining at least 12 jobs for low/moderate-income persons- by March 1, 2022.
7. Present performance and accomplishments to Ukiah City Council for review and approval- by March 16, 2022.
8. Complete closeout requirements and submit final closeout package to HCD- by March 31, 2022.

The City expects to submit monthly funds requests, loan set-up/completion reports, and other required reports throughout the BA loan program implementation period.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

- Deliverable 1- City Council-approved Business Assistance program guidelines- by August 26, 2020.
- Deliverable 2- Business Assistance program fact sheet flyers, Facebook and web page program fact sheet posts- by September 1, 2020.
- Deliverable 3- Close loans to at least eight businesses, creating and/or retaining at least 12 jobs for low/moderate-income persons- by March 1, 2022.
- Deliverable 4- Complete closeout package and present performance and accomplishments report to Ukiah City Council- by March 16, 2022.
- Deliverable 5- Complete all required funds requests, quarterly and/or semi-annual reports, annual performance reports, and set-up/completion reports throughout the grant period, finishing with the final closeout package to HCD by March 31, 2022.

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Will you need more than 30 days after the expenditure deadline to complete your beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Do you want to include additional optional milestones?

No

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Follow up on existing relationship with lenders. Market the loan program by way of Ukiah Chamber of Commerce and local lenders and partners. Begin processing loan applications.

Milestone #1 Completion Date

09/01/2020

Confirmation of Closeout - Milestone #10

Fully complete eight loan closings. Due to the successful history of the City's CDBG business loan program and the ongoing relationship between CDS and local and regional lenders we anticipate that the loan program will be fully utilized within 12-18 months of startup.

Confirmation of Closeout - Milestone #10 Completion Date

03/01/2022

Readiness Criteria

Have you met the state objective for Disaster Resiliency Long-Term Planning?

Yes

Upload the plan

State Obj Doc- Disaster Resiliency.Ukiah.pdf

Have you met the state objective for Fair Housing- Access to Opportunity?

Yes

Upload documentation showing how you met this objective

State Obj Doc- Fair Housing.Ukiah.pdf

Do you have a completed Market Analysis?

Yes

Upload Market Analysis

Market Analysis and Survey- City of Ukiah BA loan program.pdf

Understanding of Market Conditions and Opportunities by Market Segment

Survey Analysis

Use the following link U.S. Census - County Business Pattern (CBP) (free source) (<http://www.census.gov/programs-surveys/cbp.html>) to determine the number of businesses by industry category using the 2 digit North American Industry Classification System (NAICS) code level breakdown. Information on the CBP website is only available in a list format. From the CBP website click on the American Fact Finder link and the "Main" tab to obtain additional information and instructions on how to use the American Fact Finder business patterns search tool. Analyze the business segments for the most recent 3 years describing increases, decreases, or stability in number of businesses by segment and employment category. Local businesses surveyed to determine demand. For Micro-Enterprise, use businesses with 5 or fewer employees in your evaluation.

Identifying and Analyzing Lending Opportunities and Competitors

Identifying all (other) private and public lending sources serving the market area to determine, Determine and confirm that financing program will fill the financing gaps in the market

Look for the following from other lending opportunities:

1. Types of lending products offered.
2. Types of businesses inquiring/obtaining financing.
3. Types of businesses not meeting lender requirements
4. Minimum and maximum loan amounts.
5. Typical loan terms & interest rates.
6. Allowable uses of funds.
7. Collateral requirements.
8. Level of equity contribution required for loan-to-value (LTV).

Demand projections and conclusions

Determine number and average size of loans, Validate requested funding, Third party documentation and references

Use the analysis to determine the scope number size of applications and potential loans for the program and validate the amount of money being requested as part of this application.

Upload Loan Underwriting and Servicing Documentation

Debt Coverage Ratios, Collateral standards or requirements, Credit standards or requirements, Loan servicing plan

Upload Underwriting Requirements

CDBG Underwriting Requirements- City of Ukiah BA Loan Program.pdf

Threshold Criteria**Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?**

Modify ongoing

Please include a narrative describing your staff and/or contractor/subrecipient expertise

CDBG Business Assistance Program General Administration

Craig Schlatter, Community Development Director for the City of Ukiah, will provide general administration activities for the CDBG Business Assistance loan program standard agreement. He will also assist the procured program operator in implementing the program. Mr. Schlatter has nearly 14 years' experience with the State CDBG program and has administered and implemented multiple community and economic development and housing activities through CDBG grants and Program Income- both for the City of Ukiah and for other non-entitlement communities throughout Northern California. Mr. Schlatter's experience includes involvement in each phase of administration and implementation of CDBG grant activities, from program and project scoping and design, to grant application preparation, project/program general set-up, implementation of the activity, and closeout. Mr. Schlatter has extensive training through HUD San Francisco's NEPA Environmental Review preparation courses and serves as the City's Certifying Officer. Mr. Schlatter has also been trained and has experience in performing Davis Bacon Prevailing Wage monitoring services. Mr. Schlatter designed the City's first CDBG Business Assistance loan program, formerly known as the Revitalizing Business Investment and Lending Development (ReBILD) program, and funded by CDBG grant #10-EDEF-7261.

Alicia Tlelo Martinez, Assistant Planner and Mary Horger, Financial Services Manager, will assist Mr. Schlatter in the processing of funds requests and reporting responsibilities related to the CDBG Business Assistance program. Ms. Tlelo has experience in housing and community development activities at both a locally based housing nonprofit development company and the City of Ukiah. She has managed the City's CDBG and HOME loan portfolio since 2019 and assists Mr. Schlatter with the preparation of funds requests, invoices, and reports. Ms. Horger has significant experience in budgeting, accounting, and financial functions supporting state and federal grants, special projects, and large public capital improvement projects.

See attached City staff resumes for additional details.

Implementation of CDBG Business Assistance Loan Program (Activity Delivery)

The City has procured the services of an experienced and qualified program operator to implement the business loan program. This organization, Community Development Services, will be responsible for loan origination, working directly with banks, local public lenders, the Business Development Center, and the NorCal SBDC Finance Center, preparing the loan proposals, completing loan closing documentation, assisting the City with loan servicing, and arranging ongoing technical assistance to loan recipients.

Community Development Services (CDS), established in 1990 by Jeff Lucas, is an experienced economic development, underwriting/business lending, business services, housing program, and community outreach consulting firm. CDS works on behalf of both public and private sector clients. CDS specializes in project-specific grant acquisition, loan program management, direct services to businesses, and community outreach and education. They have obtained over \$100 million from Community Development Block Grant (CDBG), Economic Development Administration (EDA), United States Department of Agriculture (USDA), Workforce Training, private sector, banking institutions, and other sources, on behalf of their clients.

CDS provides in-depth technical assistance to small and mid-sized businesses in the areas of cash flow management, personnel development, business expansion management, market analysis, customer service, and product/services development. Their team also provides project coordination and liaison services between public and private entities, project feasibility analysis, presentations to communities, strategy development, staff training, and program administration services. CDS staff describes what they like the most is "accessing financing for our clients."

See attached Statement of Qualifications for additional details.

Do you have a signed agreement with a contractor/subrecipient?

Yes

Supporting Documentation

City of Ukiah-CDS Contract.pdf

Supporting Documentation

City staff resumes and CDS Statement of Quals- Ukiah BA Program.pdf

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: <https://www.law.cornell.edu/cfr/text/24/570.503> Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II%20part_200

Can you certify that the funding requested is gap funding?

Yes

Upload proof of certification

Gap Funding Cert- City of Ukiah BA Loan Program.pdf

Additional proof of certification

SBDC Support Letter Signed.pdf

Additional proof of certification

Additional proof of certification

Additional proof of certification

Do you have adopted or draft:

Program guidelines, Activity implementation plan

To meet threshold requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.

Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.

Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.

Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals.

Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Upload your adopted or draft program documentation

City of Ukiah BA Loan Program Guidelines (Draft).pdf

Upload additional adopted or draft program documentation

Activity Implementation Plan- City of Ukiah BA loan program.pdf

Upload additional adopted or draft program documentation

Upload additional adopted or draft program documentation

Description of site control of the facility or means to conduct the services

N/A

Upload your Site Control Supporting Documentation

Site Control Doc- City of Ukiah BA Loan Program.pdf

Upload your Debarment Check

City of Ukiah Debarment Check.pdf

Upload additional Debarment Check documentation

2020 SAM document.pdf

Upload additional Debarment Check documentation

Upload additional Debarment Check documentation

Upload additional Debarment Check documentation

Upload additional Debarment Check documentation

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

Appendix J-2020 CDBG Application Certifications-signed.pdf

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

City of Ukiah Proofs of Publication- App Submittal and Design Phase.pdf

Upload Public meeting/hearing presentation/handout materials

Description.agenda.report-Ukiah App Submittal Public Hearing.pdf

Upload Public meeting/hearing presentation/handout materials

Description.minutes.handouts- Ukiah Local App-Design Phase process.pdf

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Upload Approved Resolution for Application

CC Reso 2020-43 - Approving Grant Application to CDBG.pdf

Upload CA TIN Verification form

GovtTINForm_000 City of Ukiah-signed.pdf

Are all single audit findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Upload your most current single audit, if applicable

OMB single audit cert- CDBG.pdf

Are all program monitoring findings cleared or in remediation?

N/A (no monitoring findings or no recent monitoring completed)

Have any Department of Housing and Community Development monitoring findings been resolved or is there an approved remediation plan in effect? If you have not been monitored in the last five years, select N/A. If you are unsure if your prior findings have been resolved please contact your program representative.

Are you in compliance with all existing HCD award agreements?

Yes

Have funds due to the state for repayment of non-compliance items have been repaid? Or have you entered into a satisfactory repayment agreement, and payments are current?

N/A (no funds due for re-payment)

Have you expended at least 50 percent of open CDBG funds in this same activity?

N/A

Do you have any overdue semi-annual or annual grant reports?

No

NEPA Compliance required the appropriate level of NEPA review, documented in an EA, CEST, CENST, or Statement of Exemption for the activity, and a Statement of Exemption for the general administration of the activity. Please make sure to upload both if applicable.

Upload proof of NEPA Compliance

Ukiah BA- NEPA ER and updated CENST.pdf

Upload additional proof of NEPA Compliance

Ukiah BA general admin- NEPA ER and updated CENST.pdf

Upload additional proof of NEPA Compliance

City of Ukiah RROF- BA Loan Program.pdf

Upload additional proof of NEPA Compliance

Upload additional proof of NEPA Compliance

Upload additional proof of NEPA Compliance

Upload the Environment Review form and essential supporting documentation including consultation letters, mitigations conditions of approval or other documents. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the project description matches the project description in this application. Environmental Reviews with qualified findings that do not adequately or correctly identify mitigations that did not complete required consultations, or that have other material deficiencies may result in disqualification.

Has your housing element been submitted to HCD?

Yes

Upload your housing element proof of submittal

Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>.

Average Score

0.00

Budget Worksheet

Have you completed and submitted your budget worksheet?

Yes

Upload activity budget documentation (spreadsheet)

Activity Budget- City of Ukiah BA Loan Program -09.17.2020.xlsx

Upload cost allocation plan (if applicable)

Upload other budget documentation

Activity Budget Narrative- City of Ukiah BA Loan Program 09.17.2020.pdf

Budget narrative should include information about activity viability if the project is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described above. 15. Make sure there is not help text on extra uploads

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/D91E85DB-DBC2-4B06-A668-B20B6C262256>

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

05/31/2020

Section VI - Budget

Applications: File Attachments

Upload Market Analysis

Market Analysis and Survey- City of Ukiah BA loan program.pdf

Upload Underwriting Requirements

CDBG Underwriting Requirements- City of Ukiah BA Loan Program.pdf

Supporting Documentation

City of Ukiah-CDS Contract.pdf

Supporting Documentation

City staff resumes and CDS Statement of Quals- Ukiah BA Program.pdf

Upload proof of certification

Gap Funding Cert- City of Ukiah BA Loan Program.pdf

Additional proof of certification

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GovtTINForm_000 City of Ukiah-signed.pdf

Upload your most current single audit, if applicable

OMB single audit cert- CDBG.pdf

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Upload your housing element proof of submittal

Ukiah Review Letter - Adopted FINAL (HCD Certification).pdf

Upload activity budget documentation (spreadsheet)

Activity Budget- City of Ukiah BA Loan Program -09.17.2020.xlsx

Upload other budget documentation

Activity Budget Narrative- City of Ukiah BA Loan Program 09.17.2020.pdf



2019-2020 CDBG APPLICATION BUSINESS ASSISTANCE PROGRAM

Business Loan Program Market Analysis and Description of Survey Process

The City of Ukiah CDBG Business Assistance loan program design is based on HCD and HUD guidelines as well as interviews and working directly with commercial for loan officers for twenty years prior to, and during the Shelter in Place Order. The City's program operator worked with each of these banks and public sector lenders during the past sixty days, assisting 65 businesses with understanding and completing the SBA Payroll Protection Plan and Economic Injury Disaster Loan applications. These loan programs have been difficult to implement on many levels, having been hastily conceived with underdeveloped delivery platforms. In spite of this, the loans have been getting to Ukiah's local businesses and making a difference in their survival. The City loan program is designed to provide access to low cost capital in order to bridge the gap between the Payroll Protection Plan and Economic Injury Disaster Loan programs and the conventional financing available from our local and regional banks.

The outcome of this past and most recent experience combined with follow up interviews with lenders is a consensus that there is a need for loans in the range of \$35,000 to \$70,000 for the purpose of providing general business working capital, inventory purchases, equipment for future PSPS events, or other uses, and the refinancing of past high interest debt. These loans should be targeted to small and medium sized businesses and can be used in companion with other lenders to leverage funds.

According to the 2019 Community Reinvestment Act Report provided by Savings Bank of Mendocino County, 63% of the commercial loans made in Mendocino County to small and medium sized businesses were in an amount less than \$100,000. We reviewed this finding with Umpqua Bank loan officers and Bank of the West loan officers who verified that a majority of loans to small and medium sized businesses were in an amount of less than \$100,000. We also interviewed management with Redwood Credit Union, which serves Sonoma, Lake, and Mendocino counties. They also concurred that there will be an increased need for loans in the range of \$35,000 to \$70,000 as we navigate through the recovery period.

In late 2019, the Federal Reserve bank conducted an annual National Small Business Credit Survey for the purpose of determining how small businesses were planning to stay afloat during uncertain times. The survey, focusing on profitability, credit risk, and business funding, provided information indicating if a business was healthy (profitable, high credit scores, and used retained business earnings to fund the business), or stable,

where the business met two of these criteria, or at risk, where the business only met one of the criteria. An important finding was that only one in five healthy firms had sufficient cash reserves to continue normal operations if they experienced a two-month revenue loss. The survey found that 35% of the business survey were healthy, 35% were stable, and 23% were at risk. Clearly, since more than two months have transpired since the Shelter in Place order has been in place, we can surmise that many of the stable firms now have a financial gap because their asset base has eroded. No cash flow for small non-essential businesses, especially small businesses, has created a financing gap that cannot be filled with conventional financing or further personal investment.

Over the past ten years, since the recession of 2008/09, local banks have adjusted as much as possible to the need for Line of Credit financing. For example, a small business owner with a reasonably good credit history, can obtain an unsecured Line of Credit for working capital up to \$35,000 at a rate of prime plus 3%. The average application fee is \$150, with an approval turnaround time of about two weeks. The annual fee for using a LOC averages \$150, plus the interest on funds drawn down. This loan tool is typically not available or is too expensive to access or maintain for businesses whose asset base has eroded during the past two months. The Ukiah Business Loan Program can fill that funding gap.

In spite of the availability of the SBA programs, recent Federal Deposit Insurance Corporation (FDIC) data suggests that the reduction of credit availability to small business is more profound than bigger businesses, which can borrow money in the capital markets, while small businesses are limited to credit that is provided by banks. Unfortunately, many local and regional banks are tightening up their lending criteria during the COVID-19 recovery period to mitigate their risk. This means that credit score requirements will be higher, loan to value ratios will require higher security values, and secondary sources of repayment will receive a higher level of scrutiny. This lending environment will continue indefinitely. Therefore, the availability of low interest flexible financing can fill this emerging conventional lending criteria gap as well.

For the City of Ukiah, based on interviews with city staff and the manager of the Ukiah Chamber of Commerce, there is a need for flexible financing targeted to anchor businesses in the downtown area that generate foot traffic and increased activity upon which nearby retail and service businesses benefit. These anchor businesses are often restaurants, which will most likely have the longer recovery time due to the recovery phasing process requirements. Also, several loan officers expressed concern for the service businesses like barber shops, salons, spas, and fitness gyms due to the phasing process rules of social distancing. These businesses will receive targeted outreach early in the implementation of the loan program, with subsequent businesses being assisted on a first come first serve basis.

Overall, the availability of flexible financing based on CDBG underwriting standards combined with very flexible repayment schedules will be needed until the economy recovers. In short, the City business loan program will fill lending gaps in the community

to small and medium sized businesses and provide working capital financing using a low interest, extended term loan structure to do so.

The primary gap for the program that the other lenders cannot meet is in reduced interest rate, deferred payment schedules, extended repayment terms, and debt forgiveness based on job retention. It all goes back to the debt service capacity of the borrower and preparing a repayment schedule based on the businesses ability to repay the debt. The other gap is in the ability of the CDBG program to take a junior lien position behind the primary lenders. This capacity is very important due to the reduced value of real property caused by the Shelter in Place order. This characteristic of the loan program is very appealing to conventional lenders because it allows them to take a first lien position in situations where companion loans can be provided to a business.

Survey Process and Outcomes for the Ukiah Business Loan Program

The survey process to determine the need and structure of the proposed CDBG Business Loan Program was implemented during the period of April 1, 2020 through May 22, 2020. The survey was conducted by Jeff Lucas, principal owner of Community Development Services (CDS), acting on behalf of the City of Ukiah. CDS conducted survey interviews with five local and regional conventional lenders- Savings Bank of Mendocino County, Bank of the West, Umpqua Bank, West America Bank, Redwood Credit Union, and Tri-Counties bank. CDS also interviewed two public nonprofit business loan organizations, The Economic Development Finance Corporation of Mendocino County, and the Arcata Economic Development Corporation.

These lenders were selected due to their high volume of loans in and around the City of Ukiah as well as their awareness of the City CDBG Business Loan Program from past lending interactions. The lender most active with the City CDBG Business Assistance Program is Savings Bank of Mendocino County. The most recent addition to commercial lending in Ukiah is Redwood Credit Union. These lenders were selected to participate in the interview surveys because of their familiarity with the business and lending environment in Ukiah.

Due to the Shelter in Place order, the interviews were conducted by telephone. The interviews were conducted with the senior loan officers with each local branch institution. In the case of Umpqua Bank, the interview was conducted with their commercial lending and government lending division based in Eureka. This was done after interviewing local bank relationship officers who acknowledged limited authority to approved loans and a preference for discussions to be held with their underwriting team based in Eureka.

After introductions, explaining how the CDBG business loan program works, and stating the purpose of the call and interview, Mr. Lucas asked four questions, which were:

1. What is the loan size range that could best fill the gap you see for small business lending?

2. Do you see a need for low interest long term repayment scheduled loans with a possible forgiveness of the loan balance after a two-year period?
3. Will your bank be tightening credit requirements during the COVID-19 recovery period?
4. Do you support and will you refer businesses to the City program if it is funded?

At the conclusion of the survey interview, Mr. Lucas asked for any comments or recommendations for the program. The outcome of these interviews is summarized within the market analysis (above). In addition, CDS reviewed information provided from the Savings Bank of Mendocino County Community Investment Act Report for 2019, and information provided in the annual Small Business Survey conducted by the Federal Reserve Bank in order to provide a local and national context and validation of the need for the program. The results of that research are also described in the market analysis. CDS interviewed the new manager of the Ukiah Chamber of Commerce regarding her observation of need for small business financing and thoughts regarding which businesses to target the program to. Her responses were insightful and were provided as part of the market analysis.



2019-2020 CDBG APPLICATION BUSINESS ASSISTANCE PROGRAM

Underwriting Requirements Documentation

The City of Ukiah is proposing to utilize CDBG 2020 NOFA funds for the purpose of establishing a business assistance revolving loan fund. The purpose of the revolving loan fund is to provide flexible low interest forgivable loans to small and medium sized businesses in the City of Ukiah to offset the negative impacts of the COVID-19 Shelter in Place (SIP) order and to assist these businesses with financial recovery. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

Loan forgiveness will be based on the business retaining full time equivalent positions of which 51% are to be filled by members of low/moderate income households during the recovery period. Loan payments may be deferred for a period of time based on a month by month annual financial forecast of debt service capacity utilizing the required six HUD CDBG under writing criteria.

In addition to documenting that the project meets CDBG public benefit standard, the loan must also be documented as meeting six HUD CDBG underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the City and ensure projects are financially sound enough to meet public benefit and national objective job retention standards. The six underwriting standards are general, qualitative, and are supported in part by commercial underwriting standards defined below.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner’s equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);
- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

A key element of this analysis will be a review of the past two years business tax returns, to determine past business viability, and a review of recent in house, bookkeeper, or CPA prepared, profit and loss and balance sheet statements measuring the impacts of the Shelter in Place order on the business. The next step will be the development of a month by month one-year financial forecast, based on the business history, combined with the evolving relaxation of the order on the business future cash flow. The forecast will determine the loan repayment and loan deferral schedule.

The loan fund design is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. It is based on the retention of jobs. It is also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. The program will provide loan funds in cooperation with private lenders, including Umpqua Bank, Tri Counties Bank, Bank of the West, West America Bank, and Savings Bank of Mendocino County. These banks will provide referrals to the city loan fund operator. The nonprofit lenders, which include Mendocino Economic Development Finance Corporation, the Arcata Economic Development Corporation, and the SBA, will also provide referrals to the program. Our goal will be to arrange companion loans when possible to leverage other loan funds and extend the City loan program capacity to serve more businesses.

COU No. 1718-155-A2

CITY OF UKIAH
AMENDMENT 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

This Amendment No. 2, entered on April 16, 2020, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 2 adds an additional not-to-exceed amount of \$15,000, for a total revised contract amount of \$45,000. This Amendment No. 2 also extends the time period of the contract an additional two years from November 22, 2019, as amended, from the original contract date of November 22, 2017, and as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of November 22, 2021.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

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

COMMUNITY DEVELOPMENT SERVICES

BY: [Signature]

DATE: 4-23-2020

PRINT NAME: Jeff Lucas

CITY OF UKIAH

BY: [Signature]
SAGE SANGIACOMO, CITY MANAGER

Sage Sangiacomo
2020.04.29 10:34:52 -07'00'

DATE: 04/29/2020

ATTEST

BY: [Signature]
KRISTINE LAWLER, CITY CLERK

DATE: 4/29/2020

Agenda Item No: 7.a.
MEETING DATE/TIME: 4/15/2020
ITEM NO: 2020-354



City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Execution of Contract Amendment No. 2 to the Agreement with Community Development Services, Inc. in an Amount Not to Exceed \$15,000 for Additional Community Development Block Grant Business Assistance Services; and Approve Corresponding Budget Amendment.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent item

ATTACHMENTS:

1. C#1718155 - Community Development Services
2. Amendment No. 1- C#1718155
3. Draft Amendment No. 2- C#1718155

Summary: Council will consider approving execution of a contract amendment, No. 2, to the agreement with Community Development Services, Inc. in an amount not to exceed \$15,000 for additional Community Development Block Grant (CDBG) Business Assistance services. Council will also consider approving a corresponding budget amendment.

Background: City Council approved contract No. 1718-155 (Attachment 1) between the City of Ukiah and Community Development Services, Inc. (CDS) on February 7, 2018, in an amount not to exceed \$20,000, for Community Development Block Grant (CDBG) Business Assistance loan underwriting services. On May 15, 2019, City Council approved an amendment to this contract (Attachment 2) for an additional \$10,000, bringing the total contract amount to \$30,000. The amended agreement between the City and CDS also extended the time period of the contract two years, from November 22, 2017 to November 22, 2019.

Since 2018 and with the assistance of underwriting services provided by CDS, the City has closed on loans to three small businesses. All loans were funded by CDBG funds within standard agreement No. 16-CDBG-11147 and CDBG Program Income. Loans provided to these three businesses created and/or retained approximately 30 full and part time jobs in Ukiah.

By November 22, 2019, the City had expended all Business Assistance Program grant funds within CDBG standard agreement No. 16-CDBG-11147. Even though grant funds were expended, the City continues to receive monthly loan payments from CDBG-funded loans and occasionally receives a loan payoff. Repayments of CDBG-funded loans are known as CDBG Program Income (PI). This CDBG PI is collected by the City in a separate fund to be loaned out again to other businesses. The revolving nature of CDBG PI allows the City to have a sustainable and locally-controlled business assistance loan program for small Ukiah businesses.

New grants are only needed to augment the pool of loan funds available when the City substantially spends down its balance of CDBG PI and/or in response to heightened demand. By the end of 2019, the City had completely expended its balance of CDBG PI.

Discussion: There has been new demand for CDBG Business Assistance loans due to the economic impact

to businesses during the COVID-19 pandemic. The CDBG Business Assistance program is unique as a lending tool in that loan terms are determined by the City's locally-based loan committee, and can be flexible to support the retention or expansion of Ukiah businesses.

In the near future, Staff anticipates requesting Council authorization of an application for CDBG Business Assistance Program funds in response to the 2020 Notice of Funding Availability. Staff also anticipates the need for loan underwriting services to provide financial support to businesses during the COVID-19 pandemic and if any CDBG stimulus funding becomes available for such assistance. To assist with these efforts, Staff is seeking Council approval of the contract amendment with CDS in Attachment 3. The proposed Amendment 2, if approved, will add \$15,000, and extend the contract until November 22, 2021.

Recommended Action: Approve execution of contract amendment No. 2 to the agreement with Community Development Services, Inc. in an amount not to exceed \$15,000 for additional CDBG Business Assistance services; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

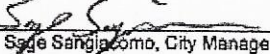
CURRENT BUDGET AMOUNT: 60012612.52155: \$0

PROPOSED BUDGET AMOUNT: 60012612.52155: \$15,000

FINANCING SOURCE: Fund 606 - CDBG Program Income

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1718-155

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

COU #1718155

PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 22nd day of November, 2017 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Community Development Services, a California Corp organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to underwriting services for its Business Assistance Loan Program, funded by Community Development Block Grant (CDBG) #16-CDBG-11147.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 As set forth in Attachment "A".

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2 Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within one year from receipt of the Notice to Proceed. The term of this agreement may be extended up to an additional four (4) years, for a total of five (5) years, upon written approval by the City of Ukiah. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

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4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$20,000 total or limited to 10% of the actual approved loan, whichever is less. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities identified in this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venture, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

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Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations.

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products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant,

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but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant include their officers, employees, agents, and subcontractors.

7.0 APPLICABLE STATE/FEDERAL GRANT PROVISIONS

7.1 Equal Opportunity.

1. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Consultant agrees to comply with the City's implementation of the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, the local designation of a special person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment, and Contracting Opportunities Assurance of Compliance:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development

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set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Consultant and its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. State Nondiscrimination Clause:

- a. During the performance of this contract, City, and Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial of pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. City, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. City and Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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5. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The City and the Consultant hereby agree to place in every contract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

- 7.2 Monitoring and Audit. Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. City will monitor for conformity with its State contract.
- 7.3 Copeland Act. Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 7.4 Copyright. Any documents furnished by City or produced by Contractor in the performance of this Contract belong to City which shall own any and all intellectual property and copyrights thereto. Any discovery or invention developed by City or Consultant in the performance of this Contract shall belong to City which shall have the exclusive right to seek patent protection therefor.
- 7.5 Access to Records. Consultant shall provide City, the U.S. Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 7.6 Retention of Records. Consultant shall retain all records related to its performance under this Agreement and City's payments hereunder for five years after final payment has been made hereunder and all other pending matters are closed.
- 7.7. Environmental Compliance. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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- 7.8. Energy Efficiency. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-163, 89 Stat. 871).
- 7.9. Anti-lobbying Requirements. The anti-lobbying certification attached hereto as Exhibit 1 is a material representation of fact upon which the City has relied in entering this agreement.

8.0 CONTRACT PROVISIONS

- 8.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 8.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 8.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 8.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 8.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 8.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 8.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 8.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings,

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maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

8.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

9.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
City Manager's Office
300 Seminary Avenue
Ukiah, California 95482-5400

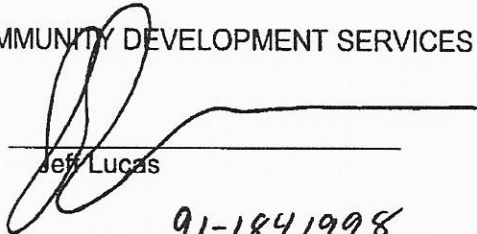
COMMUNITY DEVELOPMENT SERVICES
Attention: Jeff Lucas
3895 Main Street
Kelseyville, California 95452

10.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

COMMUNITY DEVELOPMENT SERVICES

BY:


Jeff Lucas

11-27-2017
Date

91-1841998
IRS IDN Number

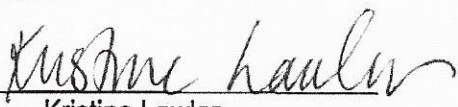
CITY OF UKIAH

BY:


Sage Sangiacomo
CITY MANAGER

1/16/18
Date

ATTEST


Kristine Lawler
CITY CLERK

1/16/18
Date

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**ATTACHMENT A
SCOPE OF WORK**

1. Work with City of Ukiah staff to confirm CDBG eligibility based on job creation/retention potential and other criteria; maintain documentation, and perform tracking of job creation and public benefit.
2. Provide loan proposal analysis and work closely with City of Ukiah staff to convey recommendations and summaries to the City Loan Review Committee.
3. Follow appropriate program underwriting criteria and analysis for each loan, using the current CDBG Economic Development Business Loan Review Checklist to ensure compliance with CDBG Federal Overlay requirements, National Objectives, Public Benefit and underwriting requirements.
4. Working closely with City of Ukiah staff, prepare project loan evaluation and summary, including Staff's recommendation, for presentation to City Loan Review Committee.
5. For approved loans, prepare promissory note, business loan agreement, deed of trust, UCC filings and other loan and loan closing documents required, utilizing industry standard documents that are CDBG-compliant.
6. As necessary, prepare escrow instructions and submit to the City or Title Company for execution.

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**ATTACHMENT B
FEE SCHEDULE**

Hourly Rate

\$125 – Senior Staff

Budget for each loan not to exceed 10% of the loan amount.

Senior Staff Assigned

Jeff Lucas
Ben Felt
Dan Obermeyer

COU #1718155

EXHIBIT 1

Anti-Lobbying Certification

The undersigned certifies to the best of his or her knowledge or belief that:

- a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension of continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement;
- b. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

DATED: 12/6/17

Name: Jeff Lucas
Title: Principal

Community Development Services (CDS)
3895 Main Street Kelseyville, CA 95452
707-279-1540 x104
707-489-4943
www.communitydevelopmentservices.net
jefflucas@mchsi.com

TO: Mary Horger, Procurement Manager, City of Ukiah

FROM: Jeff Lucas, Principal
Community Development Services (CDS)

DATE: September 21, 2017

SUBJECT: CDBG Business Loan and OTC Proposal

1. Firm Description

Community Development Services (CDS), established in 1990 by Jeff Lucas, is an experienced economic development, underwriting/business lending, business services, housing program, and community outreach consulting firm. We work on behalf of both public and private sector clients. CDS specializes in project-specific grant acquisition, loan program management, direct services to businesses, and community outreach and education. We have obtained over \$100 million from Community Development Block Grant (CDBG), Economic Development Administration (EDA), United States Department of Agriculture (USDA), Workforce Training, private sector, banking institutions, and other sources, on behalf of our clients.

CDS provides in-depth technical assistance to small and mid-sized businesses in the areas of cash flow management, personnel development, business expansion management, market analysis, customer service, and product/services development. Our team also provides project coordination and liaison services between public and private entities, project feasibility analysis, presentations to communities, strategy development, staff training, and program administration services. What we like best is accessing financing for our clients.

CDS offices are located at:

Community Development Services
3895 Main Street
Kelseyville CA 95451
(707) 279-1540
(707) 489-4943
Jefflucas@mchsi.com

Community Development Services
100 Sunrise Blvd. Suite A 3
Colusa, CA 95932
(530) 632-4725
benfelt@mediacombb.net

A. Relevant Experience

Grants and Loan Programs

The CDS team has successfully completed the application processing and packaging of over 600 business loans on behalf of a variety of business types, with loan sizes ranging from \$35,000 to \$4.6 million. During the past twenty-seven years, CDS has engaged in feasibility analysis work on behalf of commercial real estate projects, manufacturing, retail, services, agriculture and tourism-based projects throughout Northern California. We are experienced with SBA 504 and 7a programs, CDBG and USDA lending and B & I guarantee programs, conventional lending, equity investment structures, housing programs, and micro lending practices.

CDS has successfully prepared over 75 revolving loan fund program and grant applications for CDBG, USDA, and EDA funding on behalf of government and economic development entities. CDS currently manages multiple CDBG and USDA business loan and technical assistance programs. We provide design, acquisition, management, and oversight of business loan and business services programs. Our services include grant application preparation, loan underwriting, packaging, presentation, closing, and ongoing loan servicing. An important part of our loan servicing is assuring household income and job creation requirements are met and documented.

We have also successfully acquired and manage over \$6,500,000 in USDA Intermediary Relending Program (IRP) funds, as well as locally financed business retention programs. We have experience with companion lending including work with SBA 7(a) and 504 programs, the USDA Business and Industry Loan Guarantee program, and Community Development Financial Institution (CDFI) commercial lending. We are also very experienced with the USDA community facilities loan program, microenterprise, and community assistance programs.

One-on-One Business Assistance

The CDS team believes in providing proactive technical assistance to small and mid-sized businesses in order to strengthen local economies. We have worked with over 600 businesses in Northern California providing help with cash flow management, personnel development, customer service training, individual and group marketing strategies, business planning, access to private and public capital, and permitting issues. We visit the business site, where the entrepreneur is in his or her environment. We interview, we observe, we diagnosis, we recommend, and then we assist. The relationships we have developed with many Northern California businesses are long-term and rewarding.

Infrastructure

CDS has experience with successfully acquiring funding from multiple sources including the US Department of Commerce, State of California Housing and Community Development, Community Development Block Grant (CDBG) Economic Development and General Allocation funding, and US Department of Agriculture funding programs. Projects ranging in size from \$230,000 to \$4

million include water diversion/flood control, road, sewer, water line, and wastewater disposal/geothermal energy reuse projects.

Housing and Community Facilities

CDS is also experienced with obtaining grant funding for housing and public facilities through the US Department of Agriculture Rural Development programs and the State of California Housing and Community Development Community Development Block Grant (CDBG) and HOME programs. We have experience in the general administration of CDBG housing and public facility grants, program income waivers, as well as the activity delivery services necessary for successful programs and projects. These services have been provided both as stand-alone and as a partner with the city's or county's in-house staff.

Planning, Redevelopment and Feasibility Studies

The CDS team has completed a variety of projects and studies including general plans, land use regulations, and development review. Redevelopment experience ranges from the original federal programs in Urban Renewal and Model Cities, current efforts that established redevelopment project areas for the County of Lake and the City of Clearlake. Redevelopment experience involved obtaining credit ratings for Tax Increment Financing bonds and successfully getting voter approval for a project area. Special studies include the Clarks Island Redevelopment Study that showed the feasibility of several development concepts for an island within the Lake County North Shore Project Area, and historical preservation tax credit feasibility for two buildings in Winters, and redevelopment findings of blight for two proposed redevelopment project areas. Although the Redevelopment tool has been taken from local jurisdictions, the experiences we have gained from redevelopment projects are useful for other financing mechanisms which include the community reinvestment development authority program recently signed into law by Governor Brown.

Economic Development Strategies

A strategy is a plan. A plan is necessary to organize action. CDS has twenty-six years' experience with Comprehensive Economic Development Strategy preparation and implementation in Lake County, the North Central Counties Consortium, and in 2002 and 2014, we prepared the NoRTEC NCEN Comprehensive Economic Development Strategies. In 2013, CDS completed the *Technical Assistance and Financing Need Assessment; Strategy to Address Identified Needs on Behalf of Mendocino County*. We prefer to keep the strategies we prepare succinct and practical. This work requires a great deal of community outreach and education.

Our most recent experience with economic development strategies is the preparation of the Lake County Comprehensive Economic Development Strategy for 2016/2017. This plan was completed in the aftermath of the Valley Fire Disaster Declaration and included fire recovery projects which are being pursued for housing, infrastructure, and job creation projects. CDS was engaged to obtain funding for many of these projects. CDS helped the County obtain an allocation of \$7,592,000 in Community Development Block Grant funding and \$7,200,000 in CalHOME financing.

2. Key Personnel Qualifications

JEFF LUCAS, Principal Professional Summary

- Founding Principal, Community Development Services (CDS) -- a consulting firm specializing in economic development, business diagnostics, business financing, employee development, community outreach, grant acquisition, grant management, and program management. (1990 to present)
- Executive Director, North Central Counties Consortium, Inc., Lake County Office -- implementing changes in fundamental program design and client services, creating a cohesive performance-driven team, redirecting the budget, reestablishing public body and private sector relationships, community outreach, and redefining the local One Stop brand. (2007 to 2008)
- Director, Lake County Job Training Office, Lake County Office of Education – program development and oversight of all JTPA funded adult and youth program and budget activities, staff management (15 employees), and public relations activities. (1983-1991)
- First Executive Director, Lake County Economic Development Corporation – preparation and approval of Bylaws, Articles of Incorporation, preparation of annual County Comprehensive Economic Development Strategy, Strategic Employment and Training Plan, and implementation of Integrated Business Services/Vocational Training/Employee Preparation Programs. (1985-1989)
- Founding Director of the fourth Small Business Development Center (SBDC) in California – provided program design, budget, staff recruitment, budget, and oversight functions. (1986-1991)

Skills

Professional skills include business and organization assessment, community outreach and education, business financing, team development, budgeting, business lending practices, grant preparation, grant management, project and program management, and public and private sector liaison, disaster recovery planning and implementation work and work with foundations and nonprofits.

Education

BA in Government	California State University, Sacramento	1976
Economic Development/Finance	National Association of Development Organizations	1993
Revolving Loan Fund Management	Calif. Association of Local Economic Development	1999

**BEN FELT,
Financial Consultant
Professional Summary**

- Lead Underwriter and Business Consultant, Community Development Services (2008 to present).
- Real Estate Broker and Principal (2003-2006), Brokers of Bakersfield Realty, Inc. Specializing in the marketing of Agricultural properties, and performing Farm and Ranch Appraisals. Evaluated and facilitated larger scale land acquisitions in the Central Valley area of California as “transitional uses” requiring conversion of agricultural and ranch parcels into residential master-plan development opportunities.
- Founder and Chief Executive Officer, Agri-Business financial Consultant (1985-2003) Successfully reorganized or restructured over 27 farming operations having a combined asset value of over \$315 million; successfully restructured through debt and equity over \$100 million of indebtedness, formulated and negotiated leveraged buyouts totaling \$7.1 million, under both IRS Code Sections 1031 and 2032A; successfully negotiated mergers, acquisitions, and strategic alliances for agricultural clients; and developed an integrated budgeting and forecasting spreadsheet program for customized cash flow management of agricultural enterprises.
- General Manager (May 1983-March 1985), Joe Lucio Dairy, Pala, CA. Structured and negotiated a \$5.3 million buyout of the dairy enterprise upon the owner’s retirement.
- Branch Manager (5 employees) (1979-1983), Federal Intermediate Credit Bank, production Credit Association, San Diego, CA. Increased loan portfolio from \$1.4 million to over \$72 million within four years, maintained loan credit quality rating of 98% acceptable, and managed the most profitable branch within the Federal Intermediate Credit Bank’s five state district.
- General Manager (1976-1979), L& S Cattle Feeders, Riverside, CA.
- Agricultural Loan officer (1975 – 1976), Agricultural Field Representative (1973-1975), Credit Department, Valley National Bank, Phoenix, AZ

Skills

Mr. Felt provides financial analysis and business management advice to private sector clients. Services include, loan underwriting, budgeting, cash flow projections, business planning & feasibility studies, risk management analysis, debt restructures, business reorganizations, and financial negotiations.

Ben provides in-depth practical experience in the diagnosis of operations, loan packaging, debt restructuring, and other related activities on behalf of CDS clients. Mr. Felt’s experience includes

interim accounting and financial management advice to multi-million-dollar farming operations, reporting and analysis of financial results, budgeting, and forecasting.

Education

Bachelor of Science/Animal Science	California State Polytechnic University, Pomona	1968
Business Management Certificate	American Institute of Banking, University of California, Riverside Extension, Riverside	1976
Advanced Credit Course Certification	Valley National Bank, Phoenix, AZ	1974

DEBORAH SWARTZ, Fiscal & Program Manager Professional Summary

- Loan portfolio management, individual loan file documentation, loan closing preparations, title and escrow management, loan servicing, program reporting, and customer services. Community Development Services (2010 to present).
- First American Title Company, all escrow duties associated with escrow officer (2010 to present, on-call).
- Fidelity National Title Company, escrow assistant, duties included customer service, filing, and bookkeeping, loan closing processing, scheduling and related tasks (2005 to 2009).
- North American Title Company, junior escrow officer duties (2000 to 2004)

Skills

Deborah is experienced with loan program management, program reporting, and administration of multiple funding sources, business income and expense forecasts, and personnel management fundamentals. Extensive experience with computer programs such as; Microsoft Word, Excel, MortCare (loan servicing software), and LaserPro (loan closing documentation software). Real estate transactions, escrow and loan closing preparations, loan portfolio management, budgeting, and office software (Excel, Word, LaserPro, and RBJ).

Education

Diploma	San Hedrin High School, Willits
Notary	California Notary Public Commission
Real Estate Agent	California Licensed Real Estate

DAN OBERMEYER,
Planning & Development Specialist
Professional Summary

- Planning & Development Specialist, Community Development Services (CDS) -- a consulting firm specializing in economic development, community planning, financing, and grant acquisition and management. (2002 to 2004 and 2009 to present)
- Agency Director, Glenn County Planning & Public Works Agency, Willows – Management of large county agency with services in planning, building inspection, code enforcement, public works/engineering, roads and bridges, parks, buildings and grounds, airports, solid waste and transit. Initiated update of General Plan, established Unified Development Code, and developed impact fees. (2004 to 2009)
- Director, Lake County Community Development Department, Lakeport – Management of Community Planning and Building Department, completed area plans, initiated update to General Plan, and revised zoning regulations. (2000 to 2002)
- Principal, Obermeyer & Associates, Clearlake – Provided development assistance, labor relations, and project specific land use services. (1996 to 2000)
- City Administrator, City of Clearlake – Management of city services including finance, personnel, police, public works, parks, planning, code enforcement and building inspection. Established first redevelopment project area and completed first tax increment bond issue. Led successful effort to establish a ½% sales tax initiative by ballot which passed by 87%. (1989 to 1996)
- Planning Director, Clearlake – Completed General Plan & Zoning Ord. (1987 to 1989)
- Principal, Obermeyer Associates – rural communities planning services. (1984 to 1987)
- Facility Affiliate, University of Montana, Regional, Rural & Town Planning – Established and taught graduate course in community design. (1984 to 1987)
- Chief Planner, Missoula Planning Organization, Missoula MT – Completed first general plan for county, update to city plan, established subdivision regulations, completed zoning ordinance for County and updates to City ordinance. (1974 to 1987)
- Planning Director, Carbon County, MT –Established first planning program for rural county with 7 small cities. (1973 to 1974)
- Associate/Assistant Planner, City/County Planning Department, Helena MT – Urban Renewal and Model Cities programs and completed area plan for valley. (1971-1973)

Skills

Extensive professional skills in community design and planning, development review, regulation development, management, grant writing, CEQA/NEPA clearances, GIS, technical report writing, community facilitation and presentations, and design standards. Dan is also experienced with CDBG/Home housing and community facility program administration.

Education

Masters of Public Administration	University of Montana, Missoula, MT	1984
Master of Architecture	Montana State University, Bozeman, MT	1971

ANDY LUCAS,

Small Business Management Consultant

Professional Summary

Andy Lucas is an experienced small business personnel and customer relations consultant with ten years' experience in the food and beverage service sector. Andy has managed several small businesses restaurants and furniture sales stores. His skills include team work development, use of computer software to manage cash flow, product presentation, and personnel training, scheduling and management. Andy is very competent with grant writing, business needs assessment, financing, and workshop presentation. Andy has become our in house USDA programs specialist.

Education

Community Development Block Grant Training	State of California, annually
Certified Economic Developer Program	California State University, Fresno 2012
Government Studies and Kinesiology	California State University, Sacramento 2007

3. Experience with CDBG Lending

CDS has been engaged in providing CDBG lending activities on behalf of small Northern California jurisdictions for over 27 years. We are experienced with all the elements of lending, including program marketing, applicant interviews, use of our loan application, making site visits, addressing the 5 C's of lending and the 6 HUD lending criteria, determining the viability of the applicant's financials and forecasts, preparing the loan proposal and presenting it to the loan committee, preparing the loan closing documents on behalf of the jurisdiction using laser pro (bank standard) documents, assuring funds are distributed and utilized properly, and servicing the loans as needed. We are also experienced with NEPA requirements and completing the necessary low/mod household documentation needed during the job creation phase. CDS has also provided

grant management services including PI management, grant reporting, and overall program administration.

Jeff Lucas has served on the HCD CDBG Program Advisory Committee since its inception and is currently engaged with the HCD CDBG Redesign process. Mr. Lucas also served on the Business Assistance program formation working group with HCD and other economic development staff, and helped design the CDBG loan program. The program has been adversely modified since that time, however, it is still a useful tool to assist small businesses. CDS is also very experienced with the CDBG/OTC program and is currently engaged in work on three OTC projects.

4. References (References in bold are representatives of CDBG BA Programs)

Michael J. Azevedo
Assistant Director of Public Works
1215 Market Street
Colusa, CA 95932
530-458-0466

John Ashbaugh, CEO
Premier Mushrooms
2880 Niagra Avenue
Colusa, CA 95932
530-458-2700

Chuck Wolfe
Claggett Wolfe & Associates
3108 Sunshine Meadows Drive
Auburn, CA 95602
530-878-8016

Jon Diedisch
Department of Housing &
Community Development
Program-Capital Development
2020 West El Camino Ave., #650
Sacramento, CA 95833
916-319-4802

Randy Huffman, CAO
Conrad Mill & Lumber Company
P.O. Box 1443
Ukiah, CA 95482
707-468-5486

Ed Hulbert, CEO
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932
530-458-2118

Margaret Silveira, City Manager
City of Lakeport
225 Park Street
Lakeport, CA 95453
707-263-5615 ext. 32

Michael Cross, Ex. Director
NoRTEC
525 Wall Street
Chico, CA 95928
530-892-9600 ext. 207

Karen Rich, Director
USDA Rural Development
430 G. Street, Agency 4169
Davis, CA 95616
530-792-5800

Marc Nemanic, Chief Administrative Officer
3CORE
1430 East Avenue, Suite 4A
Chico, CA 95926
530-893-8732

Jody Stickels, Senior Vice President
Savings Bank of Mendocino County
490 S. Franklin Street
Fort Bragg, CA 95437
707-964-4723

Jennifer Owen, Housing & Ed Coordinator
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
707-961-2827 ext. 109

Steve Dunncliff, Deputy CAO
County of Mendocino
860 North Bush Street
Ukiah, CA 95482
707-463-4281

Kevin Ralph, Senior Vice President
Farm Credit West
1478 Stone Point Drive, Suite 450
Roseville, CA 95661
916-724-4813

5. Insurance

The required insurance documentation is included with this proposal for services. Also, we have no issues with the city consultant agreement or the CDBG/HCD required language attached to the RFP.

6. Lawsuits

There have been no lawsuits against CDS regarding the CDBG business loan program during the past three years.

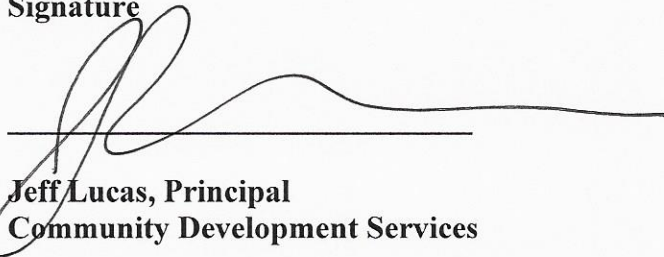
7. Budget

We typically charge \$125 an hour for senior staff assigned to each project, with administrative support staff and related costs built into that hourly rate. In this case, senior staff will be Jeff Lucas, Ben Felt, and Dan Obermeyer. Each loan is different, some are less time consuming than others to put together. Our goal is to complete all the tasks associated with a loan from start to closing with the budget for each loan not to exceed 10% of the loan amount.

8. CDBG Over the Counter Experience

Recent specific experience with CDBG Over The Counter (OTC) projects include: the **Granzella's** rebuilding project, City of Williams, in the total amount of \$3,773,921, with \$962,500 in OTC low interest business loan funds and \$254,745 in OTC grant funds for infrastructure improvements; the **Agwood Mill & Lumber Company** job retention/debt restructure project, County of Mendocino, in the total amount of \$4,571,891, with \$2,000,000 in OTC low interest loan funds; and the **Premier Mushroom** debt restructure/job retention & job creation project County of Colusa, in the total amount of \$30,866,216, with \$4,600,000 in low interest OTC business loan funds. CDS recently completed another OTC for build out of the **Hill Top Hotel** in Placer County in the total amount of \$18,350,000, with \$1,500,000 of it being 2% fixed rate financing for furniture, fixtures and equipment. We are currently working on three more OTC projects. The cost to prepare an OTC to the point of approval ranges from \$25,000 to \$35,000 depending on the complexity of the project.

Signature

A handwritten signature in black ink, appearing to read 'Jeff Lucas', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke extending to the right.

Jeff Lucas, Principal
Community Development Services

CRAIG T. SCHLATTER

300 Seminary Avenue
Ukiah, CA 95482
(707) 463-6219

cschlatter@cityofukiah.com

EXPERIENCE HIGHLIGHTS

CITY OF UKIAH

Ukiah, CA

Director of Community Development

2017 – Present

- Direct the activities of the Community Development Department, consisting of the Divisions of Planning, Building, and Housing and supported by an operating budget of approximately \$900,000 and six team members.
- Serve as the principal advisor to the Planning Commission, Design Review Board, Demolition Review Committee, Paths, Open Space and Creeks Commission, and City Council in planning and community development matters including the preparation and presentation of reports and recommendations.
- Meet and engage with a variety of citizens, governmental representatives, technical experts, and developers on issues including traffic, facilities design, housing, parking, commercial/industrial development, zoning, and neighborhood improvement.
- Serve as the City's Zoning Administrator, make authoritative interpretations of applicable laws, regulations, and policies pertaining to planning, environmental quality, zoning, and land use.
- Oversee all CDBG, HOME, and Ukiah Housing Trust Fund community and economic development and housing activities, including application preparation and in-house activities implementation.

Accomplishments

- Developed the City's 2019-2027 Housing Element, adopted by City Council in October 2019 and certified by HCD December 2019
- Secured \$5.1 million in HOME project funds for new 30-unit affordable senior rental housing project
- Secured a \$160,000 SB2 Planning Grant Program award for streamlining housing production
- Designed City of Ukiah's first Housing Strategy (2017) with the Ukiah City Council, created the City's Housing Division, and developed the Ukiah Housing Trust Fund
- Completed the restructuring of the Community Development Department (formerly, the Community Development and Planning Department), prioritizing a focus on customer service.
- Implemented a 2016 CDBG Business Assistance program, leading to 14 jobs created and 25 jobs retained; and delivering an 85% expenditure rate with full expenditure of Program Income
- Assisted the City Council in the development of regulations and ordinances for accessory dwelling units and residential density

COMMUNITY DEVELOPMENT COMMISSION OF MENDOCINO COUNTY

Ukiah, CA

Development and Sustainability Manager

2013 – 2017

- Managed the Development and Sustainability Department, consisting of the operational areas of housing, community development, environmental planning, and housing facilities maintenance and supported by an approximately \$2 million grant and operations budget and six team members
- Directed the activities of a \$1 million public-private electric utilities partnership that focused on delivering energy efficiency solutions to residents, small businesses and local government agencies, including residential and public facilities retrofits, climate planning and greenhouse gas emissions inventories, and environmental justice education
- Served as Lead Agency Certifying Officer for NEPA environmental reviews and Labor Standards Officer for Davis Bacon and Related Act prevailing wages monitoring

Community Development Manager

2007 – 2012

- Oversaw HUD Capital Fund and public housing modernization activities; completed the rehabilitation or development of over 150 affordable housing units in Mendocino County
- Designed and implemented approximately \$5M in single- and multi-family housing rehabilitation programs and projects, first time homebuyer assistance programs, and new rental and homeownership construction projects for Commission, County of Mendocino, and City of Ukiah
- Prepared CDBG, HOME, and other applications generating over \$10M in new funding for Mendocino County jurisdictions; administered program and project activities

Community Development Specialist (Intern/Fellow)

2006 – 2007

- Closed 5 first time homebuyer loans for public housing homeownership program, serviced \$1M CDBG and HOME residential loan portfolio, prepared NEPA environmental reviews for Capital Fund projects
- Coordinated the \$1M CDBG-funded reconstruction of an affordable housing apartment building

STEVENSON CENTER FOR COMMUNITY AND ECONOMIC DEVELOPMENT

Normal, IL

Brownfields Redevelopment Fellow

2006

- Worked with USDA and US EPA to conduct environmental site assessments and funding analyses to determine redevelopment potential for brownfields sites; collaborated with professors and other Fellows to design redevelopment plans for IL communities

EDUCATION

ILLINOIS STATE UNIVERSITY

Normal, IL

MS, Economics, Applied Community and Economic Development Sequence

2005 – 2007

- Developed, planned, and co-coordinated the University's first Poverty Dialogue Forum
- Emphasis in urban planning/community development, housing policy, and economic development

BS, Economics/Political Science minor, Cum Laude

2000 – 2002

MILITARY EXPERIENCE

UNITED STATES MARINE CORPS

Twentynine Palms, CA

Sergeant, Honorable Discharge

1996 – 2000

PROFESSIONAL ACTIVITIES AND AFFILIATIONS

Member, CALED Rural Exchange

Leadership Mendocino Class XXVI

Member, American Planning Association

Member, California CDBG Redesign Committee

Graduate, Disney Leadership Institute

300 Seminary Avenue, Ukiah, CA 95482
(707) 463-6268
atlelo@cityofukiah.com
May 20, 2020

Alicia Tlelo Martinez

Objective

Assistant Planner

Experience

- 8/2018-Current City of Ukiah Ukiah, CA
Assistant Planner/ Community Development
- Provides information to the public regarding the General Plan, zoning, application procedures, and current projects, etc. at the front counter, over the telephone and via email.
 - Processes minor planning/development permit applications from start to finish, including conducting analysis, writing reports, and making verbal presentations to the City of Ukiah Zoning Administrator.
 - Conducts field investigations related to planning permit applications.
 - Public Noticing for Planning Commission and Zoning Administrator.
 - Works with and provides basic technical support to various boards and commissions.
 - Prepares public information materials using various computer software programs.
 - Processes over the counter Building Permit applications and issue permits.
 - Input application information via Munis.
 - Presentations and marketing related to the HOME First Time Homebuyer Program.
 - Various grant project set-up and completion reports related to HOME First Time Homebuyer Program and CDBG grants such as Business Assistance Loans and Microenterprise Technical Assistance Programs.
 - Creating spreadsheets for monitoring and record keeping of various HOME and CDBG grant projects and their recipients.
 - Process Quarterly Program Income Status Reports and Quarterly Program Status Reports to HOME and CDBG programs for previous and current grants.
- 3/2017-8/2018 City of Ukiah Ukiah, CA
Customer Service Representative III, Supervisor Finance Department
- Conduct all phases of collection, notification and utility, water, sewer and garbage billing in the finance department.
 - Produce and maintain utility billing statements, delinquent letters, collection notices, final notices & disconnect noticing for utility accounts on a weekly basis in compliance with Municipal & State Regulations.
 - Answer difficult and complex customer inquiries and complaints over the phone and in person using independent judgement to resolve and report situations.
 - Maintain statistical records for financial assistance programs and audit utility assistance agencies.
 - Maintain and update customer records daily.
 - Analyze, reconcile and process credit card transactions and balance daily cash posting spreadsheets.
 - Maintain and reconcile utility deposits.
 - Operate various office machinery such as personal computers, complex billing computer software, mailroom equipment, ten-key adding machine, typewriter, copier and fax machine.
 - Collect and process payments for the Building and Planning department.
 - Process Business Applications, assign license, collect payments and create files.
 - Supervise employees and provide back up in the absence of the department manager.

1/2015-3/2017 Rural Communities Housing Development Corp. Ukiah, CA

Loan Packager, Homeownership Counselor

- Develop and produce written marketing materials to individuals and businesses.
- Participate in special events and networking events to promote RCHDC's Home Ownership Programs.
- Screening of applicants and making preliminary determination of applicant mortgage loan eligibility.
- Securing and interpreting applicant credit reports.
- Input, track and update perspective applicant loan files, lender files and records as required by RCHDC and the lenders.
- Input, track and update perspective applicants and applications in the Counselor Max Database.
- Attend quarterly meeting with USDA RD staff.
- Developed positive working relationships with public and private officials.
- Maintained orderly filing and data system.
- Mortgage loan origination and home mortgage loan qualification criteria.
- Residential mortgage escrow and title procedures.
- Prepare, submit and follow up on requested grant draws on behalf of RCHDC.
- Prepare, submit and file Quarterly Reporting.
- Prepare and submit Escrow Instructions to title Company in preparation of closing.
- Initiate pay off demands to all lien holders.

11/2006-1/2015 Mendocino Community Health Clinic Ukiah, CA

Patient Financial Services, Medical Records, Phlebotomist

- Perform financial screening for patients to determine eligibility to enroll in different coverage programs such as Medi-Cal, Presumptive Eligibility Medi-Cal, Family Pact insurance plans offered through Covered California Exchange, and sliding scale.
- Educate patients and staff on current coverage options.
- Assist patients with enrollment into coverage when applicable.
- Facilitates payment plans in accordance to organizational guidelines.
- Communicates regularly with front line staff about criteria for choosing the correct payer codes.
- Maintain patient Sliding Fee Scale files for complete documentation of records that will comply with the requirements of the annual audit.
- Resolve patient's questions regarding billing questions and payment plans.
- Participate in community outreach events at the Buddy Eller Center to represent the organization in a professional manor.
- Confirm, schedule appointments, verify eligibility, register for medical, dental and psychiatry.
- Verify client billing and provide the necessary documents for accounts payable.
- Purchasing, receiving, inventory completed purchased orders and stocking inventory.
- Cover the Patient Service Representative function as assigned by supervisor.
- Reconciles daily cash sheet in preparation to billing.
- Verifies appointments and directs to proper person or department.
- Scanning information and retrieving it through Electronic Medical records (EMR).
- Provides back up and other clerical support as needed in reception.

06/2006-11/2014 Ukiah Valley Medical Center

Ukiah, CA

Phlebotomist

- UVMC Lab-- Phlebotomist, Ukiah, CA
- Provide compassionate customer service to patients, co-workers and visitors.
- Blood draws in all departments and processed specimens.

- Data entry.
- Answer calls and direct as needed in the lab.
- Complete all tasks on our daily list.
- Report results to nursing staff and doctors.

02/2009-11/2009 Ukiah Valley Medical Center Job Care

Ukiah, CA

- Set up accounts and contracts for pre-employment drug screens and physicals.
- Scheduled appointments for workers compensation injuries and pre- employment physicals.
- Communicated with workers compensation insurance agencies and patients regarding their care and claims. Communicated and filled out forms for workers compensation claims and handling.
- Billed and collected for the services rendered. Followed up on outdated accounts.

Education

6/2013- 5/2015 Mendocino College

Ukiah, CA

- A.S. Business Management-Degree Received

4/2019- Currently Enrolled Mendocino College

- A.A. Business Administration for Transer

Interests

I am a volunteer at Pinoleville Native American Head Start as an elected Chair Person of the Policy Council and the Health Committee. I volunteer as a coach for sports activities that my children participate in. I enjoy cooking and baking and will be the first to raise my hand for a potluck. I am a member at the Ukiah Valley Athletic Club and enjoy taking classes Monday thru Saturday and working out daily. I enjoy hiking and long walks with family and friends on local trails. I love to travel with my family to new places in and out of the country. I really enjoy being a wife and mom the most.

Highlights of Qualifications

- Results-oriented leader, effective at managing diverse team members to accomplish goals and complete projects.
- Team player, comfortable working independently or part of a group.
- Excel at developing, implementing, and enforcing contractual obligations, policies, procedures, laws and regulations.
- Organized, able to handle multiple priorities to meet deadlines, working well under pressure.
- Resourceful.
- Good people skills.
- Efficient, able to recognize and implement process improvements.
- Solid verbal and written communication skills.

Work Experience

City of Ukiah – Financial Services Manager: Procurement, Capital and Special Projects

Ukiah, California

September 2019 to Present

Manage and coordinate the City's centralized purchasing division, capital asset accounting, and grant and special project fiscal services of the City's Finance Department. Participate in the development, implementation and monitoring of procurement policies, regulations, laws, and contractual and budgetary compliance. Provide highly responsible and technical procurement management services, including staff assistance in developing specifications for goods and services including requests for bids and proposals; perform related duties as assigned; plans, organizes and supervises the functions of procurement, capital project accounting, grant accounting, and special project financial services; serves as budget analyst and coordinates preparation of the City budgets pertaining to capital projects and acquisitions; assist in the preparation of the financial statements; assist in monthly and annual accounting system closes; provide financial and accounting support in tracking of grants and other special projects with other departments.

Duties:

- Lead a comprehensive procurement, capital, and special fiscal project management program.
- Serve as the City Purchasing Officer.
- Manage the procurement functions of the Finance Department and coordinate the procurement of City materials, supplies, equipment, and services.
- Manage the budgeting, accounting, and fiscal reporting of the City's capital improvement plan (CIP).
- Manage the budget, accounting, and financial functions supporting grants and special projects.
- Manage divisional staff, including Buyers and Financial Services Specialists, including training in related job responsibilities; assigning and directing work, providing performance appraisals and handling operational issues within the department.
- Train and advise all departments regarding City purchasing, contract compliance, budget, accounting, and fiscal management procedures.
- Develop, coordinate, and implement improved systems and procedures to ensure centralized purchasing, capital asset management, and special project accounting.

- Performs financial analysis and/or provides data at the request of the Finance Director, the City Manager, or Department Directors.
- Provide support to the external audit process.
- Perform special projects as directed.

City of Ukiah – Purchasing Supervisor/Procurement Manager

Ukiah, California

August 2003 to September 2019

Plan, direct, supervise, and coordinate the City's centralized purchasing program. Participate in the development and implementation of changes in operational procedures, regulations, laws, and policies. Assure compliance with government codes as they apply to governmental purchasing. Provide highly responsible and technical staff assistance in developing specifications, for goods and services, requests for bids and proposals. Create and manage contracts and purchase orders directly for City departments.

Duties:

- Supervise staff and coordinate the procurement of City materials, supplies, equipment, and services.
- Review and approve purchase orders, contracts and requisitions for accuracy and compliance with government codes.
- Confer with vendors as to availability of goods, prices, deliveries, discounts, and changes in supplies, materials, and equipment offered for sale.
- Resolve complaints and problems with vendors.
- Manage construction contracts.
- Advise and direct all departments regarding City purchasing procedures.
- Develop, coordinate, and implement improved systems and procedures to ensure centralized purchasing.
- Develop detailed procurement specifications.
- Prepare departmental budget.
- Coordinate purchasing activities with other City departments and divisions and with outside agencies.
- Organize and maintain the computerized Purchase Order system.
- Supervise necessary demonstrations and tests of supplies and equipment.
- Prepare a variety of periodic activity reports.
- Conduct formal bid process for construction projects, and the purchase of equipment, supplies, and services for the City as required.
- Prepare and manage the Request for Proposal process for the procurement of professional services.
- Manage inventory system.
- Coordinate the sale of surplus equipment.
- Coordinate documentation and identification of fixed assets.
- Prepare and present reports to the City Council.

Commodities and services purchased: professional services (i.e. design engineering, civil engineering, architectural, etc.), construction projects, as well as a wide variety of equipment, supplies, and maintenance services in support of the operation of the Water and Wastewater Utilities, Electric Utilities, Public Safety, Community Services, Building Maintenance as well as General Government operations.

RETECH Systems LLC – Purchasing Manager

Ukiah, California

October 2001 – April 2003

Managed the Purchasing Department in a fast-paced manufacturing environment.

Duties:

- Responsible for developing and managing procurement activities within project budgets.
- Monitored department's performance.
- Developed purchasing policies and procedures.
- Purchased from requisition, MRP systems, and blueprint.
- Negotiated discounts, and implemented milestone/progress payments and penalty clauses on large dollar procurements.
- Ensured compliance to governmental customer's contract requirements, such as FAR or DFAR requirements.
- Managed the timely delivery of critical manufactured components from purchase order issuance to product delivery.
- Worked with vendors to seek improvements in cost, quality, and on-time delivery.

Commodities and services purchased: turn-key custom manufactured parts and large assemblies; managed outside processing such as large metal fabrications, plating, grinding, polishing, welding and forming; purchased custom hydraulic systems, vacuum systems, power supplies; purchased miscellaneous supplies, equipment and services, as well as fasteners, fittings, pipe, tubing, electrical components, tooling, stainless steel and steel plate, structural steel, plastics, maintenance supplies and office supplies.

Retech Systems LLC – Senior Buyer

Ukiah, California

December 2000 – October 2001

Assisted in the management of the Purchasing Department in a fast-paced manufacturing environment.

Duties:

- Purchased from requisition, MRP systems, and blueprint.
- Negotiated discounts, and implemented milestone/progress payments and penalty clauses on large dollar procurements.
- Ensured compliance to governmental customer's contract requirements, such as FAR or DFAR requirements.
- Managed the timely delivery of critical manufactured components from purchase order issuance to product delivery.
- Worked with vendors to seek improvements in cost, quality, and on-time delivery.

Commodities and services purchased: turn-key custom manufactured parts and large assemblies; managed outside processing such as large metal fabrications, plating, grinding, polishing, welding and forming; purchased custom hydraulic systems, vacuum systems, power supplies; purchased miscellaneous supplies, equipment and services, as well as fasteners, fittings, pipe, tubing, electrical components, tooling, stainless steel and steel plate, structural steel, plastics, maintenance supplies and office supplies.

Advanced Manufacturing & Development – Senior Buyer

Willits, California

June 1997 – February 1999

In charge of subcontracted services.

Duties:

- Purchased from requisition, MRP systems, and blueprint.
- Coordinated critical product delivery.
- Managed product quality and vendor performance.
- Provided material budgets to sales team.
- Worked with all employees regarding proper purchasing procedures.

Commodities and services purchased: forming, plating, turn-key fabrication, pems, fasteners, maintenance supplies, office supplies.

RETECH Systems LLC – Purchasing Lead

Ukiah, California

January 1995 – June 1997

Advanced Manufacturing & Development – Buyer

Willits, California

August 1994 – January 1995

RETECH Inc. – Buyer

Ukiah, California

September 1991 – August 1994

RETECH Inc. – Purchasing Assistant

Ukiah, California

March 1991 – September 1991

Education

California State University – San Bernardino – Management Certificate in Public Procurement

Mendocino Junior College – Ukiah, CA – General Education Studies

Hartnell Junior College – Salinas, CA – General Education Studies

King City High School – King City, CA

STATEMENT OF QUALIFICATIONS

Community Development Services (CDS)

A California S Corporation

Introduction

Community Development Services (CDS), established in 1990 by Jeff Lucas, is an experienced economic development, underwriting/business lending, business services, housing program, and community outreach consulting firm. We work on behalf of both public and private sector clients. CDS specializes in project-specific grant acquisition, loan program management, direct services to businesses, and community outreach and education. We have obtained over \$100 million from Community Development Block Grant (CDBG), Economic Development Administration (EDA), United States Department of Agriculture (USDA), Workforce Training, private sector, banking institutions, and other sources, on behalf of our clients.

CDS provides in-depth technical assistance to small and mid-sized businesses in the areas of cash flow management, personnel development, business expansion management, market analysis, customer service, and product/services development. Our team also provides project coordination and liaison services between public and private entities, project feasibility analysis, presentations to communities, strategy development, staff training, and program administration services. What we like best is accessing financing for our clients.

CDS offices are located at:

Community Development Services
3895 Main Street
Kelseyville CA 95451
(707) 279-1540
(707) 489-4943
Jefflucas@mchsi.com

Community Development Services
100 Sunrise Blvd. Suite A 3
Colusa, CA 95932
(530) 632-4725
benfelt@mediacombb.net

Experience

Grants and Loan Programs

The CDS team has successfully completed the application processing and packaging of over 600 business loans on behalf of a variety of business types, with loan sizes ranging from \$35,000 to \$4.6 million. During the past twenty-seven years, CDS has engaged in feasibility analysis work on behalf of commercial real estate projects, manufacturing, retail, services, agriculture and tourism-based projects throughout Northern California. We are experienced with SBA 504 and 7a programs, CDBG and USDA lending and B & I guarantee programs, conventional lending, equity investment structures, housing programs, and micro lending practices.

CDS has successfully prepared over 75 revolving loan fund program and grant applications for CDBG, USDA, and EDA funding on behalf of government and economic development entities. CDS currently manages multiple CDBG and USDA business loan and technical assistance programs. We provide design, acquisition, management, and oversight of business loan and business services programs. Our services include grant application preparation, loan underwriting, packaging, presentation, closing, and ongoing loan servicing. An important part of our loan servicing is assuring household income and job creation requirements are met and documented.

Experience with CDBG Over The Counter (OTC) projects include: the **Granzella's** rebuilding project, City of Williams, in the total amount of \$3,773,921, with \$962,500 in OTC low interest business loan funds and \$254,745 in OTC grant funds for infrastructure improvements; the **Agwood Mill & Lumber Company** job retention/debt restructure project, County of Mendocino, in the total amount of \$4,571,891, with \$2,000,000 in OTC low interest loan funds; and the **Premier Mushroom** debt restructure/job retention & job creation project County of Colusa, in the total amount of \$30,866,216, with \$4,600,000 in low interest OTC business loan funds. CDS completed another OTC for build out of the **Hill Top Hotel** in Placer County in the total amount of \$18,350,000, with \$1,500,000 of it being 2% fixed rate CDBG financing for furniture, fixtures and equipment. We are currently working on three more OTC projects.

We received approval on June 1, 2018 of an OTC funding application in the amount of \$2,910,000, on behalf of the City of Willows, for the **Rumiano Cheese** company to modernize their facility. The total project, including a new building, land and infrastructure is \$10,088,029. In 2018 we successfully obtained \$1,500,000 in CDBG Disaster Relief funds on behalf of Lake County in support of the Anderson Springs septic to sewer project. After several years effort, on October 3, 2019, we received an agreement between the State HCD and Lake County designating \$5,597,000 in CDBG Disaster Recovery funds to be applied to water system improvement projects in the Cobb Mountain area of Lake county.

We have also successfully acquired and manage over \$6,500,000 in USDA Intermediary Relending Program (IRP) funds, as well as locally financed business retention programs. We have experience with companion lending including work with SBA 7(a) and 504 programs, the USDA

Business and Industry Loan Guarantee program, and Community Development Financial Institution (CDFI) commercial lending. We are also very experienced with the USDA community facilities loan program, microenterprise and community assistance programs.

One-on-One Business Assistance

The CDS team believes in providing proactive technical assistance to small and mid-sized businesses in order to strengthen local economies. We have worked with over 600 businesses in Northern California providing help with cash flow management, personnel development, customer service training, individual and group marketing strategies, business planning, access to private and public capital, and permitting issues. We visit the business site, where the entrepreneur is in his or her environment. We interview, we observe, we diagnosis, we recommend, and then we assist. The relationships we have developed with many Northern California businesses are long-term and rewarding.

Infrastructure

CDS has experience with successfully acquiring funding from multiple sources including the US Department of Commerce, State of California Housing and Community Development, Community Development Block Grant (CDBG) Economic Development and General Allocation funding, and US Department of Agriculture funding programs. Projects ranging in size from \$230,000 to \$4 million include water diversion/flood control, road, sewer, water line, and wastewater disposal/geothermal energy reuse projects.

Housing and Community Facilities

CDS is also experienced with obtaining grant funding for housing and public facilities through the US Department of Agriculture Rural Development programs and the State of California Housing and Community Development Community Development Block Grant (CDBG) and HOME programs. We have experience in the general administration of CDBG housing and public facility grants, program income waivers, as well as the activity delivery services necessary for successful programs and projects. These services have been provided both as stand-alone and as a partner with the city's or county's in-house staff.

Planning, Redevelopment and Feasibility Studies

The CDS team has completed a variety of projects and studies including general plans, land use regulations, and development review. Redevelopment experience ranges from the original federal programs in Urban Renewal and Model Cities, current efforts that established redevelopment project areas for the County of Lake and the City of Clearlake. Redevelopment experience involved obtaining credit ratings for Tax Increment Financing bonds and successfully getting voter approval for a project area. Special studies include the Clarks Island Redevelopment

Study that showed the feasibility of several development concepts for an island within the Lake County North Shore Project Area, and historical preservation tax credit feasibility for two buildings in Winters, and redevelopment findings of blight for two proposed redevelopment project areas. Although the Redevelopment tool has been taken from local jurisdictions, the experiences we have gained from redevelopment projects are useful for other financing mechanisms which include the community reinvestment development authority program recently signed into law by Governor Brown.

Economic Development Strategies

A strategy is a plan. A plan is necessary to organize action. CDS has twenty-six years' experience with Comprehensive Economic Development Strategy preparation and implementation in Lake County, the North Central Counties Consortium, and in 2002 and 2014, we prepared the NoRTEC NCEN Comprehensive Economic Development Strategies. In 2013, CDS completed the *Technical Assistance and Financing Need Assessment; Strategy to Address Identified Needs on Behalf of Mendocino County*. We prefer to keep the strategies we prepare succinct and practical. This work requires a great deal of community outreach and education.

Our most recent experience with economic development strategies is the preparation of the Lake County Comprehensive Economic Development Strategy for 2016/2017. This plan was completed in the after math of the Valley Fire Disaster Declaration and included fire recovery projects which are being pursued for housing, infrastructure, and job creation projects. CDS was fully engaged with implementing the strategy and assisting with acquiring Cal HOME and CDBG Disaster Relief funds on behalf of Lake County. CDS helped the County obtain an allocation of \$7,592,000 in Community Development Block Grant funding and \$7,200,000 in CalHOME funding.

RESUMES

JEFF LUCAS, Principal

Professional Summary

- Founding Principal, Community Development Services (CDS) -- a consulting firm specializing in economic development, business diagnostics, business financing, employee development, community outreach, grant acquisition, grant management, and program management. (1990 to present)
- Executive Director, North Central Counties Consortium, Inc., Lake County Office -- implementing changes in fundamental program design and client services, creating a cohesive performance-driven team, redirecting the budget, reestablishing public body and private sector relationships, community outreach, and redefining the local One Stop brand. (2007 to 2008)
- Director, Lake County Job Training Office, Lake County Office of Education – program development and oversight of all JTPA funded adult and youth program and budget activities, staff management (15 employees), and public relations activities. (1983-1991)
- First Executive Director, Lake County Economic Development Corporation – preparation and approval of Bylaws, Articles of Incorporation, preparation of annual County Comprehensive Economic Development Strategy, Strategic Employment and Training Plan, and implementation of Integrated Business Services/Vocational Training/Employee Preparation Programs. (1985-1989)
- Founding Director of the fourth Small Business Development Center (SBDC) in California – provided program design, budget, staff recruitment, budget, and oversight functions. (1986-1991)

Skills

Professional skills include business and organization assessment, community outreach and education, business financing, team development, budgeting, business lending practices, grant preparation, grant management, project and program management, and public and private sector liaison, disaster recovery planning and implementation work and work with foundations and nonprofits.

Education

BA in Government	California State University, Sacramento	1976
Economic Development/Finance	National Association of Development Organizations	1993
Revolving Loan Fund Management	Calif. Association of Local Economic Development	1999

BEN FELT,
Financial Consultant
Professional Summary

- Lead Underwriter and Business Consultant, Community Development Services (2008 to present).
- Real Estate Broker and Principal (2003-2006), Brokers of Bakersfield Realty, Inc. Specializing in the marketing of Agricultural properties, and performing Farm and Ranch Appraisals. Evaluated and facilitated larger scale land acquisitions in the Central Valley area of California as “transitional uses” requiring conversion of agricultural and ranch parcels into residential master-plan development opportunities.
- Founder and Chief Executive Officer, Agri-Business financial Consultant (1985-2003) Successfully reorganized or restructured over 27 farming operations having a combined asset value of over \$315 million; successfully restructured through debt and equity over \$100 million of indebtedness, formulated and negotiated leveraged buyouts totaling \$7.1 million, under both IRS Code Sections 1031 and 2032A; successfully negotiated mergers, acquisitions, and strategic alliances for agricultural clients; and developed an integrated budgeting and forecasting spreadsheet program for customized cash flow management of agricultural enterprises.
- General Manager (May 1983-March 1985), Joe Lucio Dairy, Pala, CA. Structured and negotiated a \$5.3 million buyout of the dairy enterprise upon the owner’s retirement.
- Branch Manager (5 employees) (1979-1983), Federal Intermediate Credit Bank, production Credit Association, San Diego, CA. Increased loan portfolio from \$1.4 million to over \$72 million within four years, maintained loan credit quality rating of 98% acceptable, and managed the most profitable branch within the Federal Intermediate Credit Bank’s five state district.
- General Manager (1976-1979), L& S Cattle Feeders, Riverside, CA.
- Agricultural Loan officer (1975 – 1976), Agricultural Field Representative (1973-1975), Credit Department, Valley National Bank, Phoenix, AZ

Skills

Mr. Felt provides financial analysis and business management advice to private sector clients. Services include, loan underwriting, budgeting, cash flow projections, business planning & feasibility studies, risk management analysis, debt restructures, business reorganizations, and financial negotiations.

Ben provides in-depth practical experience in the diagnosis of operations, loan packaging, debt restructuring, and other related activities on behalf of CDS clients. Mr. Felt’s experience includes

interim accounting and financial management advice to multi-million-dollar farming operations, reporting and analysis of financial results, budgeting, and forecasting.

Education

Bachelor of Science/Animal Science	California State Polytechnic University, Pomona	1968
Business Management Certificate	American Institute of Banking, University of California, Riverside Extension, Riverside	1976
Advanced Credit Course Certification	Valley National Bank, Phoenix, AZ	1974

DEBORAH SWARTZ,

Fiscal & Program Manager

Professional Summary

- Loan portfolio management for multiple agencies, individual loan file documentation, loan closing preparations, including preparation of Laserpro loan closing documents, title and escrow management, loan servicing, program reporting on behalf of Community Development Block Grants, USDA Intermediary Relending Program, Rural Microenterprise Assistance Program, and Rural Business Development Grants, and customer service. Community Development Services (2010 to present).
- First American Title Company, all escrow duties associated with escrow officer (2009 to 2012).
- Fidelity National Title Company, escrow assistant, duties included customer service, filing, and bookkeeping, loan closing processing, scheduling, loan signing and related tasks (2005 to 2009).
- North American Title Company, escrow officer duties (2000 to 2004)

Skills

Deborah is experienced with loan program management, program reporting, and administration of multiple funding sources, business income and expense forecasts, and personnel management fundamentals. Extensive experience with computer programs such as; Microsoft Word, Excel, MortCare (loan servicing software), and LaserPro (loan closing documentation software). Real estate transactions, escrow and loan closing preparations, loan portfolio management, budgeting, and office software (Excel, Word, LaserPro, and RBJ).

Education

Diploma	San Hedrin High School, Willits
Notary	California Notary Public Commission
Real Estate Agent	California Licensed Real Estate
USDA/RCAC	502 Certified Loan packager

DAN OBERMEYER,

Planning & Development Specialist

Professional Summary

- Planning & Development Specialist, Community Development Services (CDS) -- a consulting firm specializing in economic development, community planning, financing, and grant acquisition and management. (2002 to 2004 and 2009 to present)
- Agency Director, Glenn County Planning & Public Works Agency, Willows – Management of large county agency with services in planning, building inspection, code enforcement, public works/engineering, roads and bridges, parks, buildings and grounds, airports, solid waste and transit. Initiated update of General Plan, established Unified Development Code, and developed impact fees. (2004 to 2009)
- Director, Lake County Community Development Department, Lakeport – Management of Community Planning and Building Department, completed area plans, initiated update to General Plan, and revised zoning regulations. (2000 to 2002)
- Principal, Obermeyer & Associates, Clearlake – Provided development assistance, labor relations, and project specific land use services. (1996 to 2000)
- City Administrator, City of Clearlake – Management of city services including finance, personnel, police, public works, parks, planning, code enforcement and building inspection. Established first redevelopment project area and completed first tax increment bond issue. Led successful effort to establish a ½% sales tax initiative by ballot which passed by 87%. (1989 to 1996)
- Planning Director, Clearlake – Completed General Plan & Zoning Ord. (1987 to 1989)
- Principal, Obermeyer Associates – rural communities planning services. (1984 to 1987)
- Faculty Affiliate, University of Montana, Regional, Rural & Town Planning – Established and taught graduate course in community design. (1984 to 1987)
- Chief Planner, Missoula Planning Organization, Missoula MT – Completed first general plan for county, update to city plan, established subdivision regulations, completed zoning ordinance for County and updates to City ordinance. (1974 to 1987)
- Planning Director, Carbon County, MT –Established first planning program for rural county with 7 small cities. (1973 to 1974)
- Associate/Assistant Planner, City/County Planning Department, Helena MT – Urban Renewal and Model Cities programs and completed area plan for valley. (1971-1973)

Skills

Extensive professional skills in community design and planning, development review, regulation development, management, grant writing, CEQA/NEPA clearances, GIS, technical report writing, community facilitation and presentations, and design standards. Dan is also experienced with CDBG/Home housing and community facility program administration.

Education

Masters of Public Administration	University of Montana, Missoula, MT	1984
Master of Architecture	Montana State University, Bozeman, MT	1971

ANDY LUCAS,

Small Business Management Consultant

Professional Summary

- Andy Lucas is an experienced small business personnel and customer relations consultant with twelve years' experience in the retail and food and beverage service sectors. Andy has managed several small restaurant and furniture sales businesses. His skills include team work development, use of computer software to manage cash flow, product presentation, and personnel training, scheduling and management. Andy is very competent with grant writing, business needs assessment, financing, and workshop presentation. Andy has become our in-house USDA programs specialist. He is also our lead staff for work with the Lake County Economic Development Corporation.

Skills

Professional skills include business and organization assessment, community outreach and education, business financing, team development, budgeting, business lending practices, grant preparation, grant management, project and program management, public and private sector liaison, disaster recovery planning and implementation work and work with foundations and nonprofits.

Education

Community Development Block Grant Training	State of California, annually
Certified Economic Developer Program	California State University, Fresno 2012
Government Studies and Kinesiology	California State University, Sacramento 2007

CDS Fee Schedule

We prefer to assess the scope, complexity, urgency, duration, and budget of each project we engage in, and then develop a fee structure commensurate with our client's capacity and needs. CDS typically charges an hourly fee of \$125 which includes travel, reproduction, and other administrative costs. Arrangements can be made based on client needs, the length and complexity of the project or projects, and the long-term relationship with the client.

Client List

City of Auburn	Colusa County Partnership (2003 – Present)
City of Brawley	Lake County EDC (1998 – Present)
City of Clearlake	Lake County One Stop
City of Colusa	Mendocino EDFC (1996 – 2017)
City of Dixon	North Central Counties Consortium
City of Fort Bragg (1995 – Present)	NoRTEC
City of Grass Valley (2009 – Present)	Sierra Economic Development Corp.
City of Gridley (2005, w/Chabin 2009)	Premier Mushrooms
City of Lakeport (1995 – Present)	Agwood Mill & Lumber Company
City of Oroville	County of Yolo
City of Riverbank	3Core (2003-Present)
City of San Joaquin	
City of Scotts Valley	
City of South Lake Tahoe	
City of Ukiah	
City of Williams	
County of Colusa (2008 – 2016)	
County of Glenn (1999 – 2018)	
County of Lake (1994 – Present)	
County of Mendocino (1995 – Present)	
County of Mono	
Humboldt State University/Foundation/SBDC	

References

Michael J. Azevedo
Assistant Director of Public Works
1215 Market Street
Colusa, CA 95932
530-458-0466

John Ashbaugh, CEO
Premier Mushrooms
2880 Niagra Avenue
Colusa, CA 95932
530-458-2700

Chuck Wolfe
Claggett Wolfe & Associates
3108 Sunshine Meadows Drive
Auburn, CA 95602
530-878-8016

Jon Diedesch
Department of Housing &
Community Development
Program-Capital Development
1800 3rd Street, Suite #330
Sacramento, CA 95811
916-319-4802

Kim Dolbow Vann, USDA State Director
California, Rural Development
430 G. Street, Agency #4169
Davis, CA 95616
530-792-5800

Jody Stickles, AVP, Commercial Loan Officer
Savings Bank of Mendocino County
490 South Main Street
Fort Bragg, CA 95437
707-964-4723

Steve Dunncliff, Deputy CAO
County of Mendocino
860 North Bush Street
Ukiah, CA 95482
707-463-4441

Scott Rogalski
Associate Director of Partnerships
SBDC Humboldt State University
1 Harpst Street, House 71
Arcata, CA 9551
916-479-9722

Ed Hulbert, CEO
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932
530-458-2118

Margaret Silveira, City Manager
City of Lakeport
225 Park Street
Lakeport, CA 95453
707-263-5615 ext. 32

Stewart Knox, Executive Director
California Employment and Training Panel
1100 J Street
Sacramento CA 95814
916-327-5640

Marc Nemanic, Chief Administrative Officer
3CORE
1430 East Avenue, Suite 4A
Chico, CA 95926
530-893-8732

Jennifer Owen, Controller
North Coast Brewing Company
455 N. Main Street
Fort Bragg, CA 95437
707-964-2739

Kevin Ralph, Senior Vice President
Farm Credit West
1478 Stone Point Drive, Suite 450
Roseville, CA 95661
916-724-4813



May 31, 2020

Department of Housing and Community Development
Attn: Connie Mallavia, Program Manager
CDBG Program
2020 W. El Camino Ave.
Sacramento, CA 95833

Re: Documentation of Gap Funding – City of Ukiah Business Assistance Loan Program

Dear Ms. Mallavia:

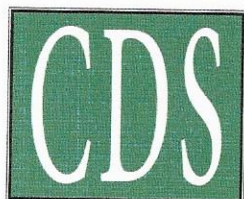
This letter is to certify that the CDBG funds requested for the City of Ukiah Business Assistance Loan Program constitute gap funding for the overall activity. The total activity project cost is anticipated to be \$613,135, consisting of \$504,500 in CDBG funds and \$108,635 in match funding from local lending institutions.

Please contact me at (707) 463-6219 with any questions regarding this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Schlatter", is written over the printed name below.

Craig Schlatter
Community Development Director



COMMUNITY DEVELOPMENT SERVICES
AN ECONOMIC DEVELOPMENT CONSULTING FIRM
3895 Main Street • Kelseyville, CA 95451
707.279.1540 • www.communitydevelopmentservices.net

May 28, 2020

Gustavo Velasquez, Director
California Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

Dear Mr. Velasquez,

The City of Ukiah is proposing to utilize Community Development Block Grant (CDBG) funding for the purpose of establishing a business assistance revolving loan fund. The purpose of the revolving loan fund is to provide very flexible, low interest, forgivable loans to small and medium sized businesses in the unincorporated areas of the county to offset the negative impacts of the COVID-19 Shelter in Place order and to assist these businesses with financial recovery. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

The loan fund design is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. It is based on the retention of jobs. It is also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. The program will provide loan funds in cooperation with private lenders, including Umpqua Bank, Tri Counties Bank, Bank of the West, West America Bank, and Savings Bank of Mendocino County, and Redwood Credit Union. These banks will provide referrals to the city loan fund operator. The nonprofit lenders, which include Mendocino Economic Development Finance Corporation, the Arcata Economic Development Corporation, and the SBA will also provide referrals to the program. The goal will be to arrange companion loans when possible to leverage other loan funds and extend the city loan program reach.

The Northern California Small Business Development and Finance Center (NorCal SBDC) supports the use of Community Development Block Grant (CDBG) funding to be used as a small business loan fund in Ukiah. The NorCal SBDC will provide technical assistance to program applicants by assisting them in preparing the required one-year forecast statements and assistance with the financial evaluation process.

We appreciate the opportunity to collaborate in support of Northern California small businesses.

Sincerely,

Jeff Lucas, Principal
Community Development Services
NorCal SBDC Finance Center Affiliate



CDBG BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES TABLE OF CONTENTS

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1. Description of Business Assistance Activity

The City of Ukiah is proposing to utilize CDBG 2020 NOFA funds for the purpose of establishing a business assistance revolving loan fund. The purpose of the revolving loan fund is to provide flexible low interest forgivable loans to small and medium sized businesses in the City of Ukiah to offset the negative impacts of the COVID-19 Shelter In Place (SIP) order and to assist these businesses with financial recovery. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

Loan forgiveness will be based on the business retaining full time equivalent positions of which 51% are to be filled by members of low/moderate income households during the recovery period. Loan payments may be deferred for a period of time based on a month by month annual financial forecast of debt service capacity utilizing the required six HUD CDBG under writing criteria. A key element of this analysis will be a review of the past two years business tax returns, to determine past business viability, and a review of recent in-house, bookkeeper, or CPA-prepared profit and loss and balance sheet statements measuring the impacts of the Shelter in Place order on the business. The next step will be the development of a month by month one-year financial forecast, based on the business history, combined with the evolving relaxation of the order on the business future cash flow. The forecast will determine the loan repayment and loan deferral schedule.

In order to provide additional technical and objective expertise, the program operator will utilize the services of the regional NorCal Small Business Development Finance Center to help the borrower prepare the one year forecast statements and to assist with the financial evaluation process. The business owner will prepare the forecast with assistance from the NorCal SBDC Finance Center consulting team.

The loan fund design is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. It is based on the retention of jobs. It is also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. The program will provide loan funds in cooperation with private lenders, including but not necessarily limited to Umpqua Bank, Tri Counties Bank, Bank of the West, West America Bank, and Savings Bank of Mendocino County. These banks will provide referrals to the city loan fund operator. The nonprofit lenders, which include Mendocino Economic Development Finance Corporation, the Arcata Economic Development Corporation, and the SBA, will also provide referrals to the program. The goal will be to arrange companion loans when possible to leverage other loan funds and extend the City loan program capacity to serve more businesses.

In some cases, the WEST Business Development Center, utilizing resources being made available through the Business Innovation and Resiliency Fund for Mendocino County, may award grants to support micro businesses that participate in working groups and one on one consulting activities. These activities are designed to help small businesses

survive during the recovery period. The WEST Business Development Center will also provide referrals and, in some cases as a condition of the loan, provide follow up technical assistance as needed to improve the likelihood of the borrower's success. The WEST Business Development Center may also provide business support services to help program borrowers rebuild their businesses. Because the WEST Business Development Center is part of the traditional SBDC family of service providers, its consultants can serve a variety of small businesses with follow up technical assistance.

2. Program Overview

Administration

The City will administer the program with in-house experienced CDBG staff administrators. The City will assist the program operator, Community Development Services, in implementing the program.

City of Ukiah CDBG Administrator: Craig Schlatter, Director of Community Development
Department: Community Development
Address: 300 Seminary Ave. Ukiah, CA 95482
Phone Number: (707) 463-6219
Email Address: cschlatter@cityofukiah.com

Implementation

Community Development Services will be responsible for working with the banks, public lenders, originating and underwriting business loans, documenting compliance with CDBG regulations, and preparing the loan closing documents.

Principal Program Operator: Jeff Lucas, Principal
Agency: Community Development Services
Address: 3895 Main St. Kelseyville, CA 95451
Phone Number: (707) 279-1540
Email Address: jefflucas@mchsi.com

CDBG Program Requirements

Eligible Applicants

CDBG funds under this Program can only be expended on the eligible activity authorized under Title I of the Housing and Community Development Act of 1974 (hereafter called "Act"), section 105(a)(17): special economic development, providing direct financial assistance to private for-profit businesses.

An eligible applicant is:

- an existing business legally operating, with any required local business license, insurance, permits per local, state and federal requirements;

- an applicant with a non-operating start-up business may not have all required licenses or insurance, so these items will be made a condition of loan closing;
- a person or persons wishing to buy an existing business;
- a business leasing tenant space or owner-occupied business in the service area.

The loan applicant must provide documentation that the proposed project will meet CDBG eligibility criteria of national objective and public benefit requirements. The loan applicant must provide documentation of meeting reasonable commercial underwriting criteria outlined in below in these guidelines as well as HUD CDBG mandated six underwriting standards. These mandated criteria are described below.

Specific ineligible loan applicants include:

- a business operating a private “exclusive” recreational facility;
- non-profit businesses are not eligible under this program;
- a businesses or person(s) with unresolved state / federal tax liens;
- a business or person in bankruptcy process are not eligible until bankruptcy process is complete.

3. Eligible Project Costs

The following list is provided for reference in order to clarify that CDBG funds will only be used for CDBG eligible activities. The primary purpose of the loan program will be to retain businesses and retain jobs. CDBG funds are non-discretionary and restricted to certain eligible costs.

- operating capital and inventory;
- furniture fixtures and equipment (FF&E), with or without installation costs;
- project site improvements, new construction or rehabilitation of leased space or owned building;
- engineering and architectural plans and required permits or fees;
- purchase of manufacturing equipment (with or without installation costs);
- refinancing of existing business debt when done in conjunction with restructuring of other existing private financing debt(s);
- purchase of real property, when it provides positive cash flow for new jobs;
- relocation grants for persons displaced due to funding of the project;
- purchase of an existing business, including documented value of good will.

Ineligible Costs

CDBG funds are non-discretionary, limited to certain eligible costs described in the section above. Some ineligible costs are:

- costs incurred prior to submittal of BA loan application and environmental review completion;
- costs associated with residential housing development, i.e. on mixed use project;
- costs associated with supporting “other” businesses the applicant owns;

- costs on a funded project not meeting a national objective;
- personal expenses such as cars, home repairs, not directly associated with the business;
- costs of paying off personal credit cards;
- costs of paying off any personal debt not directly associated with business;
- cash payments of any kind made directly to the assisted business owner(s) (wages or draws) from loan proceeds;
- costs associated with a funded project when the owner(s) or business is found to be on federal debarred list;
- public infrastructure in support of the business;
- research and development costs for future production (speculative).

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval from the City. If there is a substantial change in the project scope of work or underwriting, then the loan must be re-evaluated by the City, per state and federal regulations, prior to loan closing or disbursement of CDBG funds.

4. Meeting National Objective Standards

All eligible activities funded under this program must meet a CDBG “National Objective” as described in the Act, Section 104(b)(3) and federal regulations 24 CFR Part 570.483. Projects not documented as meeting a national objective are an ineligible activity. Below is a general description of documenting how a project meets the national objective of benefit to low - moderate income (LMI) persons. The City will use Department specific guidance for ensuring each eligible project funded is documented as meeting a national objective.

Projects normally meet a national objective standard when they create or retain jobs and provide over half; at least fifty one percent (51%), of the new job positions or retained positions to low/moderate income (LMI) qualified persons. Businesses proposing to retain or create jobs to LMI persons must agree to allow the City, or their designated representative, to meet with each job applicant prior to hiring or returning to work and complete a Self-Certification of Income Form. Payrolls must be collected by the City and compared before and after the loan closing to prove over half of job positions are provided to low-moderate income persons. This will prove the project’s job retention met the national objective of principally benefiting LMI persons.

5. Meeting Public Benefit Standards

All eligible project activities funded under this program must meet a minimum CDBG “Public Benefit Standard” as described in the Act, section 104(b)(17) and federal regulations; 24 CFR Part 570.483(f)(g). Public Benefit is provided by the loan recipient in return for use of subsidized federal funds, and provides a funding limit or “cap”.

For projects meeting national objective via jobs provided to LMI persons, the Public Benefit standard is jobs, and the maximum CDBG loan funding available is limited to

\$35,000 per job. The City will require loan applicants to provide an estimate of public benefit generated by investment of CDBG funds into the business via the Job Tracking Form. The jobs retained must also be included in the business forecast spread sheet as a business expense. This proposed level of public benefit will be verified after investment of CDBG funding.

CDBG public benefit requirements of the program will be disclosed by the City program operator at the start of the application process. The City will use HUD CDBG financial underwriting to identify the need for a CDBG loan and determine the reasonable public benefit that will be generated from the loan.

6. Meeting CDBG Underwriting Requirements

In addition to documenting that the project meets CDBG public benefit standard, the loan must also be documented as meeting six HUD CDBG underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the City and ensure projects are financially sound enough to meet public benefit and national objective job retention standards. The six underwriting standards are general, qualitative, and are supported in part by commercial underwriting standards defined below.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner's equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);
- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

7. Meeting Other Federal Program Requirements

Since these loans are provided from a federal funding source, there are a number of federal laws and requirements which are triggered by their use. The City will require loan applicants to provide information which allows them to make a compliance determination. Applicants are required to sign loan disclosures and work with City staff to ensure each project is in compliance with any of the triggered, applicable regulations listed below. The sections below are program requirements.

National Environmental Policy Act (NEPA): Every project funded under the program must be reviewed under HUD NEPA regulations 24 CFR Part 58 and the City's NEPA Certifying Officer must sign and certify an Environmental Review Record (ERR) for each project

prior to approval or disbursement of loan funds. The City is required to sign and certify the correct NEPA ERR, per current Environmental Review Requirements.

The ERR level of review is based on the project's "aggregated" scope of work, which includes all proposed project funding. Any construction or equipment installation proposed will require more review work on the ERR. The ERR will be done early in application process, as soon as the project is deemed eligible and scope of work is finalized. No costs will be charged to the Borrower for this process. Applicants must sign Department certification form that no "choice limiting action" under NEPA regulations has or will take place.

Prevailing Wage Compliance: If a project proposes to use CDBG funds to pay costs for any construction project, then federal and state labor standards compliance must be documented. Davis-Bacon Act (40 USC 276a - 276a-5) and related laws are "triggered" when any CDBG funding is used to pay for any project construction costs. Lender will follow *Department guidance in current Labor Standards Chapter of the GMM* for prevailing wage compliance on funded projects.

Additional labor costs will be added to projects proposing to use CDBG to pay for new construction, rehabilitation, or equipment installation. The City will work with loan applicants to ensure project compliance. The additional time and work required by prevailing wage regulations will be disclosed to the borrower as soon as possible. Any additional costs resulting from this regulation will be incorporated into the CDBG loan approval.

Acquisition and Relocation Laws: All applicants proposing to use CDBG funds for purchase of real property must comply with 49 CFR Part 24 Acquisition laws. The City will provide required Seller Disclosure for execution as part of meeting this requirement.

All applicants proposing projects which trigger relocation compliance i.e. result in displacement of persons per Uniform Relocation Act (URA), must work with City to ensure compliance with this law. Additional costs associated with relocation compliance will be disclosed to the applicant prior to CDBG loan approval and included in project loan approval.

All applicants must sign a Certification of No Job Pirating. Job pirating is prohibited per CDBG federal regulation 24CFR 570.482 (h). Job pirating is defined as using CDBG public funds to facilitate the moving of a business and associated jobs from one jurisdiction to another (business attraction). As such, CDBG federal funds cannot be used to attract / subsidize a business to move from one labor market area to another or keep a business from moving out of a labor market by making a retention argument. The County will require all applicants to sign a non- job pirating certification.

Loan applicants will sign a Certification of No Conflict of Interest. In accordance state and federal regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or

decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this program. The City will require all applicants to sign a non-conflict of interest certification, any questions about state conflict of interest laws will be referred to City's legal council for final determination.

All program applicants must obtain a DUN's number, if they do not already have one. The DUN's number is free and can be obtained online. In addition, prior to loan approval, the Lender will document that the business being assisted and all owners and affiliated businesses are verified as not on the federal debarred contractors list. HUD also requires that the Department and the City collect certain income and demographic data from the business and any beneficiaries of CDBG funds.

8. Loan Processing and Approval

Fair Lending Compliance

The City CDBG Business Loan Program will be implemented in a way that is consistent with the City's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause. All personal and financial information of loan applicants will be kept confidential.

Loan Application Processing

Certain key anchor businesses within the city will be given initial priority to determine their need for financing. Once this process is completed, loan applications will be processed on a first come first served basis. The City will accept loan applications and review them for initial eligibility. Applicants that do not meet basic CDBG requirements of the program will be sent a letter or email of explanation. All applications received will be kept on file to document fair lending standards. Applications that meet basic eligibility requirements will be contacted for a site visit and collection of additional information.

Loan files will be set up as applications are received and compliance information gathered. The business will be required to provide accurate financials for past, current and future projection of the business operations. All owners will have credit checks conducted as part of loan underwriting. The City may arrange to provide sample financial Excel forms (balance / cash flow sheets, profit and loss, personal financial statements, and proforma) and coordinate the use of these tools with the NorCal Small Business Finance Center who will assist the loan applicant with preparing the month by month one-year financial forecast. This arrangement will provide an objective source of guidance to the applicant, and accelerate the lending process.

Loan applicants are responsible for providing accurate and timely information to the City as part of the loan process. This may include:

- disclose all business owners with twenty percent or more ownership;
- disclose all other businesses the owners have an ownership interest of twenty percent (20%) or more;
- provide current personal financial statements for each owner;
- disclose sources of collateral and security;
- provide business historic financial information, including year to date;
- disclose sources of cash for any equity investment proposed;
- provide third party documentation of eligible project costs;
- provide market study or document basis of future sales projections;
- provide management capacity documentation for ability to execute;
- provide necessary information to clear federal overlays.

The City and its program operator will assist the loan applicants with meeting these requirements where applicable in the most fundamental and expeditious manner possible. Once the City and program operator have compiled a complete loan file with all the credit, financial, and underwriting information needed to show the loan is eligible under these guidelines, then a loan proposal will be prepared. The proposal will be submitted to City Loan Committee for their approval. Once approved, the City program operator will craft loan closing documents for signing by the borrower and then the City. Funds will be provided to the borrower in accordance with CDBG distribution requirements.

Loan Approval Process

The Loan Committee shall be made up of three (3) individuals from the local nonprofit and/or for-profit lending community. The City of Ukiah's Deputy City Manager/Economic Development Lead will serve as a fourth Loan Committee member, and a fifth Loan Committee member will include an associate planner, senior planner, or planning manager from the Community Development Department. The two City staff members serving on the loan committee will also assist as alternates if one of the primary loan committee members has a conflict due to the provision of matching lending on a Business Assistance loan program transaction. Loan Committee meetings will be scheduled as loan proposals are ready for presentation. Members may request additional information and/or attach conditions on closing or funding of the loan. If the loan is approved, then the City can move forward with loan closing.

Applicant Confidentiality

Persons involved in the loan process for this Program will not disclose any of applicants' business or personal confidential information as part of loan review and approval process. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval. All personal and business

confidential information of loan applicants will be kept in a locked secured storage facility and are not available to persons outside of the program.

9. Dispute Resolution/Appeals Process

Any business applying for assistance through this program has the right to appeal if their application is denied. The appeal must be made in writing to the City Community Development Department. The Department will then schedule an appeal meeting for the applicant that will be heard by the Director of Community Development. If the application is denied a second time then the person may ask to have their appeal presented to the City Council for a final decision.

Exceptional Circumstances

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. The City may initiate consideration of an exceptional/special circumstance to the policies in these guidelines as long as it does not violate CDBG federal / state requirements. A written analysis of the exception will be prepared and submitted with loan approval request. This analysis shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The loan approval shall be made after review and acceptance of the exceptional/special circumstances request.

10. Loan Closing Process

After approval, the City's program operator will prepare for the loan closing with an Escrow Company if real property is involved. All loan document signings will be witnessed by a Public Notary. The loan closing documents are Laser Pro documents, which are the standard loan documents used by Banks and lenders. The borrower will sign all the necessary documents and agreements. Then the City will sign the documents. The original loan documents will be kept in a fire proof safe at City Hall.

Determination of Loan Amount

The Program has a minimum loan amount of \$35,000. The maximum loan amount is \$70,000. The actual loan amounts will be based on the business's need for capital to recover from the Shelter in Place order and retain employees. Loan amounts may be increased based on Loan Committee approval.

Determination of Loan Term

The loan term is tied directly to the debt service capacity of the borrower, the use of funds, and what security is being pledged for the loan. If a business needs operating capital, equipment, inventory, or supplies, then the term of the loan can be amortized over seven years to minimize monthly loan payments. If the loan is for real property improvements and can be secured on real property, then the terms can be extended out to 10 years. The key element of this loan program is to provide for loan balance forgiveness when the business has met its job retention requirements. The measurement for the meeting this

requirement is based on the business retaining one full time equivalent job for every \$35,000 loaned for a period of two years. The job retained must be filled from a member of a low to moderate income household. Once the business has done that, the loan balance can be forgiven. This policy will encourage the business to retain employees during the anticipated COVID-19 recovery period.

Determination of Interest Rate

The loan interest rate will be one percent (1%).

Loan Processing Fees

The program provides administration funds to pay for loan processing and servicing costs. No direct loan fees will be charged to the borrower. Also, there is no pre-payment penalty on the loans under this Program.

11. Loan Application Evaluation

Each project/business will be evaluated based on the how it has performed in the past and its future financial forecasts. Specifically, the following questions will be asked upon receipt of the loan application. The loan application has been vetted by HCD staff and designed to obtain the information and documentation necessary to determine loan eligibility.

- Is business an eligible applicant?
- Are the proposed project costs eligible?
- Will project meet a CDBG national objective?
- Will business meet public benefit jobs retention?
- Does project appear to meet six HUD underwriting standards?
- Are federal overlays triggered that will adversely impact project development?
- Are the business and all owners' credit worthy?
- Does the business and owner pay bills on time, collect on time?
- Does owner have documented market demand for projected sales?
- Does owner have management capacity to operate the business?
- Does owner have financial accounting capacity to operate the business?
- Is the owner contributing a reasonable amount of equity?
- Is the owner able to get conventional bank financing, if not, why not?
- Was the business financially viable in the past (net income covers debt)?
- Are there reasonable financial assumptions for future viability/success?
- Is there enough collateral available to secure the proposed loan?
- Is the owner's personal financial status stable?

By collecting enough initial application information to answer the above list of questions, the City will have a good sense of how strong a borrower is, and how successful they will be, if assisted with a CDBG loan. Most of this information is collected on the loan application form and verified verbally at the initial site visit with the owner. By meeting

the borrower and asking these questions the City will know what additional information/documentation needs to be collected to provide a clear picture and documentation of how CDBG funds can be used to retain the business and its jobs.

Personal and Business Credit

Each applicant will have third party credit reports obtained showing credit scores and payment history. All owners and their spouses with twenty percent (20%) or more interest in the business will get credit reports reviewed. If the personal credit reporting service, Sarma, which provides detailed credit history from Transunion, Experian, and Equifax, provides low credit scores or shows poor credit history, applicants must provide a written explanation of their current credit situation to clarify their situation.

Personal and Business Financial Information

Personal financial statements will be required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the person. In addition to these statements, federal tax return statements for owners and the business for the past two years are needed to give a historic perspective of income.

For the business fiscal year, historic financial statements will be required. These will consist of past two year's balance sheets and cash flow statements, generated from past tax returns. These statements should be put together by the person responsible for doing the bookkeeping and finance management for the business.

A budget showing how the funds will be used must be provided so we understand how the CDBG funds will be used. Using the information in these financial statements, along with any back up documentation required, will provide the information necessary to prepare the loan proposal.

Collateral Requirements

When possible, loans under this program will be collateralized using commercial lending standards. However, the City understands that some borrowers will not have the collateral available to meet conventional lending standards. In these cases, we will determine if the borrower is fully committed to the loan and has provided as much collateral as possible as security for the loan. In addition, the City recognizes that CDBG funding is typically in a subordinate position to banks and other lenders.

It is the goal of the Program to get the best lien position possible to ensure loan repayments. Types of collateral may include:

- Secured liens on real property,
- UCC liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Personal and corporate guarantees, as appropriate, and
- Life insurance assignment and other collateral, as appropriate.

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Combined loan to value ratio on collateral for the typical CDBG loan should not exceed ninety percent (90%). Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations.

Business Experience and Management Capacity

The loan applicant will provide brief management histories to show the experience of business owners and their management staff in successful operation of the existing business or something comparable.

12. Loan Servicing

The City will retain all original project files within locked storage. Original legal documents will be kept in locked fire proof filing system for future loan servicing. The City will provide annual income tax statements to the borrower for their tax purposes and other documentation as required within the loan closing documents. All loan payment will be made directly to the City and deposited into a CDBG Program Income Revolving Loan Fund account. City staff will inform the loan program operator if payments are late and the program operator will follow up.

The City will require periodic financial statements, annual tax returns, and proof of insurance annually from the borrower during the course of the loan term. Upon reviewing the borrower's financial statements, the City may require the business to take actions that improve the business cash flows. In some cases, the borrower will need to update the city program operator on how the businesses is doing. In these situations, the NorCal SBDC Finance Center will provide vitiations and assistance as needed to help the business and maintain open communication with the City.

The borrower must disclose any sale of equipment or assets that are used as loan security by the Lender. The borrower may submit a written request to the City to change the CDBG loan terms, if the business is not able to fully service CDBG debt repayments or if they wish to pre-pay the loan by making one or more larger payments.

Demand Projections

It is anticipated that eight loans will be made within eighteen months of program implementation.

13. Readiness

The City has an existing contract with Community Development Services, (CDS) to assist with CDBG related activities. This firm has over 30 years of experience with CDBG business loan programs and is ready to implement the program once approved by HCD.



2019-2020 CDBG APPLICATION BUSINESS ASSISTANCE PROGRAM

Business Loan Program Activity Implementation Plan

The City of Ukiah is prepared to implement the CDBG Business Assistance Loan Program immediately after all general and special conditions have been met as required within the Standard Agreement between HCD and the City. The City's program operator, Community Development Services, was previously procured per federal CDBG procurement requirements and has a contract end date of November 2021. The program operator has prepared the loan application, underwriting procedures, loan proposal format, loan closing documents, loan closing procedures, loan fund distribution, loan servicing and tracking practices, and other activities necessary to implement the program in an expeditious manner. Community Development Services has 30 years of CDBG business loan experience and is very familiar with the business and lending environment in and around the City of Ukiah.

Shortly after the City is approved by HCD to proceed, the program operator will reach out via email and telephone to the banks and public lending intuitions that have participated in the program survey to obtain referrals for the program. Concurrent with this effort, the program operator will prepare program fact sheet flyers for posting on the City's webpage and Facebook page and the Ukiah Chamber of Commerce website. Community Development Services has the staff and capacity to begin providing loan applications, conducting interviews, gathering documentation, and processing loans very shortly after the Standard Agreement conditions are met. Also concurrently, City staff will seek adoption of the Program Guidelines by the Ukiah City Council.

Because at least part of the City's Business Assistance program is anticipated to be utilized by businesses to recover from the impacts of the COVID-19 pandemic, the City's Business Assistance application will be modified to include questions requesting the business/borrower list other funding sources received. This will minimize the possibility of duplication of benefits for the same activity.

It is anticipated that the loan funds, in the amount of \$431,000, will be used for eight loans which will be processed and approved within twelve to eighteen months of project implementation. Loan funds are anticipated to create and/or retain at least 12 jobs for low- and moderate-income persons. Additionally, the City has committed up to an additional \$140,000 in CDBG Program Income for the Business Assistance Loan Program, of which approximately \$116,500 would be available for making an additional 1-2 loans to eligible businesses.



**2019-2020 CDBG APPLICATION
BUSINESS ASSISTANCE PROGRAM**

Documentation of Site Control

Programmatic site control is not applicable for the Business Assistance Loan Program. As businesses are identified and qualified for participation in the City of Ukiah Business Assistance Program, site control will be documented and verified.



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 - [Active Exclusions](#)
 - [Inactive Exclusions](#)
 - [Excluded Family Members](#)

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Ukiah, City Of
DUNS: 074642893 CAGE Code: 1WGX8
Status: Active
Expiration Date: 09/30/2020
Purpose of Registration: Federal Assistance Awards Only

300 Seminary Ave
Ukiah, CA, 95482-5400 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Ukiah, City Of
Business Type: US Local Government
Last Updated By: Greg Owen
Registration Status: Active
Activation Date: 10/01/2019
Expiration Date: 09/30/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200424-1037
WWW1

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COMMUNITY DEVELOPMENT SERVICES

DUNS: 879513570 CAGE Code: 62M85

Status: Active

Expiration Date: 12/11/2020

Purpose of Registration: All Awards

3895 MAIN ST

KEELSEYVILLE, CA, 95451-7430

UNITED STATES

Entity Overview

Entity Registration Summary

Name: COMMUNITY DEVELOPMENT SERVICES

Business Type: Business or Organization

Last Updated By: Jeff Lucas

Registration Status: Active

Activation Date: 12/12/2019

Expiration Date: 12/11/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200424-1037

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APPENDIX J

1

Appendix J: 2020 CDBG Application Certifications and Statement of Assurances

Complete and fully execute the attached 2020 CDBG Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

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Sacramento, CA 95833
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www.hcd.ca.gov



2020 CDBG Application Certifications and Statement of Assurances

The **CITY OF UKIAH**, hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

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- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

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**7. Growth Control:**

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or,
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or,
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580](#).

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.

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- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

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It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)) which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access

to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

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- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and,
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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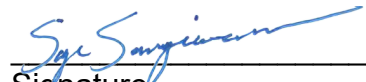
22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Sage Sangiacomo

Printed Name of Authorized Representative (per the Resolution)


Signature

City Manager
Title

5/11/20
Date

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
advertising@record-bee.com

2117148

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

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/25/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
May 5th, 2020



Molly E. Lane, LEGAL CLERK

Legal No. **0006480277**

4517-20

4-25/20

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN that the City Council for the City of Ukiah will conduct a public hearing on Wednesday, May 6, 2020 at 6:15 p.m., or as soon thereafter as can be heard, in order to consider submittal of an application in response to the 2020 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and to solicit public input.

The City of Ukiah will consider applying for \$3,460,000 under the NOFA for the following activities:

City of Ukiah Microenterprise Technical Assistance Program	\$140,000
General Administration-	
Microenterprise Technical Assistance Program	\$10,500
City of Ukiah Business Assistance Program	\$434,539
Activity Delivery - Business Assistance Program	\$34,763
General Administration - Business Assistance Program	\$35,198
Clara Avenue Reconstruction Project	\$2,300,000
Activity Delivery - Clara Avenue Reconstruction Project	\$230,000
General Administration - Clara Avenue Reconstruction Project	\$75,000
Orr Street Bridge and Transportation Corridor Study and Plan	\$150,000
Design and Feasibility Study for ADA Improvements at City of Ukiah Municipal Services Facility Located at 501 South State Street	\$50,000
Total Grant Amount	\$3,460,000

Because of the Shelter-in-Place Order, the Civic Center of the City of Ukiah is closed. The meeting will be a virtual meeting accessible using instructions on the City's website at <http://www.cityofukiah.com/meetings/>. TO PRESENT VERBALLY: go to the agenda (download arrow on right), which will have instructions and a link to the meeting. TO BE READ ALOUD BY CLERK: email to meeting@cityofukiah.com. Include in the subject line "To be read aloud" and which agenda item that you are submitting your comment for; keep your comments to 500 words or less. CORRESPONDENCE FOR SUBMISSION: email to meeting@cityofukiah.com. Include in the subject line which agenda item that you are submitting your correspondence for.

All interested parties are invited to attend the public hearing and be heard. If you are unable to attend the public hearing, you may also direct written comments to the City of Ukiah, Attention Community Development Department, 300 Seminary Avenue, Ukiah, CA 95482, via Email to development@cityofukiah.com, or you may telephone Kristine Lawler, City Clerk, at (707) 463-6217, or Craig Schlatter, Community Development Director, at (707) 463-6219.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call Kristine Lawler at the City of Ukiah at (707) 463-6217 to arrange for those accommodations to be made.

City of Ukiah promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Ukiah Daily Journal

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

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/11/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
March 26th, 2020



Molly E. Lane, LEGAL CLERK

Legal No. **0006456257**

4389-20

2-11/20

Notice of Public Meeting for Discussion of Possible State CDBG Application

NOTICE IS HEREBY GIVEN that the City of Ukiah will conduct a public meeting at 10:00 a.m. on Friday, February 21, 2020 at the City of Ukiah Civic Center, Conference Room 3, 300 Seminary Ave., Ukiah, CA in order to discuss possible applications for funding under the next fiscal year's (July 1 to June 30) State Community Development Block Grant (CDBG) Program and to solicit public input on possible competitive and over the counter activities to be included in the application.

The Community Development and Economic Development allocations of the State CDBG program will be published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2020 NOFA for a maximum per application request of \$3,500,000. It is estimated that the funding of the State 2020 CDBG program allocation is approximately \$60,000,000.

The Economic Development "Over-the-Counter" (OTC) allocation has an approximate maximum limit of \$12,600,000. The NOFA also includes the Native American and Colonia allocations. The Native American allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia funding is only for designated communities within 150 miles of the Mexican American border.

Eligible activities under the above allocations in the 2020 NOFA consist of: homeownership assistance and housing rehabilitation programs; public facility and public improvements projects (including public improvements in support of new housing construction); public service programs, planning studies, economic development business assistance and microenterprise activities. Eligible activities paid for with State CDBG funds must meet one of the three national objectives listed in CDBG federal statutes as follows: benefit to low- and moderate-income households or persons; elimination of slums and blight; or meeting urgent community development

need (with prior California Department of Housing and Community Development approval).

The City of Ukiah anticipates submitting an application under the NOFA published during the next program year. The City of Ukiah has or anticipates receiving approximately \$50,000 in Program Income that must be expended prior to expending awarded grant funds.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the City of Ukiah should apply for under the State CDBG program.

If you require special accommodations to participate in the public hearing, please contact (contact name and phone number).

If you are unable to attend the public hearing, you may direct written comments to the City of Ukiah, Attn: Craig Schlatter, Community Development Director, at 300 Seminary Ave., Ukiah, CA 95482 or you may telephone Craig Schlatter at (707) 463-6219. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m. Monday-Friday.

The City of Ukiah promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.



**2019-20 CDBG APPLICATION
BUSINESS ASSISTANCE PROGRAM**

Description of Application Submittal Public Hearing

The Ukiah City Council conducted an application submittal public hearing on May 6, 2020, with the meeting publicly noticed on April 25, 2020. At the public hearing, the City Council received a report from staff on possible applications to be submitted under the 2019-2020 CDBG NOFA- then adopted a resolution to submit five applications, including the City of Ukiah Business Assistance Program. No members of the public commented during the public hearing, nor were any written comments received.

Copies of the agenda and staff report for the May 6, 2020 public hearing are attached. Due to the COVID-19 shelter in place order, the public hearing was held via virtual meeting, a recording of which is available at this web address: www.cityofukiah.com/meetings.



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of One or More 2020 State Community Development Block Grant Applications; and Approve Corresponding Budget Amendments if Awarded the Grant(s).

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. 2020 State CDBG NOFA
2. 2020 State CDBG NOFA Amendment - 4-3-20
3. 2019-CDBG-Income-Limits
4. City of Ukiah Design Phase Public Hearing Publication
5. 2019-20 City of Ukiah CDBG local application
6. Resolution- 2020 State CDBG Application

Summary: Council will conduct a public hearing to consider and possibly adopt a resolution authorizing the submittal of up to five 2020 State Community Development Block Grant applications for community and economic development activities in Ukiah.

Background: The State Department of Housing and Community Development (HCD) released the 2019-2020 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA; Attachment 1) on January 21, 2020. An amendment (Attachment 2) to the January 21, 2019-20 NOFA was released by HCD on April 3, 2020 to provide additional time for jurisdictions to submit applications and to ease threshold requirements related to Housing Element compliance. The City is eligible to apply for the 2019-20 funding round because its Housing Element has been adopted and is in full compliance with State Housing Element law and the City has expended at least 50 percent of its 16-CDBG-11147 award.

State CDBG Citizen Participation regulations require a design phase public hearing to initiate the annual CDBG funding cycle. Staff conducted a design phase public hearing on February 21, 2020. Regulations also require a public hearing to adopt a resolution authorizing submittal of applications to HCD. That is the purpose of this public hearing.

Background on 2019-20 CDBG NOFA ("2020 NOFA")

This 2020 NOFA is the result of a two-year CDBG program redesign collaboration between small cities and counties and HCD, of which the goal was to remove barriers for applicants to apply for, and expend, CDBG funds. As a result of this effort, the 2020 NOFA has several changes compared to past NOFAs, of which according to HCD the two most significant are: 1) the addition of an Over-the-Counter (OTC) application process for capital construction projects (OTC means the first complete and eligible applications received will be the first to be reviewed and awarded, provided the application is complete and meets all of the program

eligibility criteria); and 2) the implementation of the new eCivis Grants Management System (GMS), which allows applicants to apply for CDBG funding online and tracks the status of applications once submitted.

Other items of note within the 2020 NOFA include the following:

1. With approximately \$60 million available to small cities and counties statewide, this is one of the largest funding rounds within the past 10 years. Funding is allocated between Community Development, Housing, and Economic Development activities as follows:
 - 30%, or approximately \$18 million, allocated to Economic Development (ED) activities- \$5.4 million for ED competitive programs and \$12.6 million for ED OTC projects.
 - 51%, or approximately \$30.6 million, allocated to housing assistance, housing-related facilities, and housing-related infrastructure- \$5.5 million for housing assistance competitive programs, \$12.5 million for multifamily housing rehabilitation and infrastructure in support of housing projects, and \$12.6 million for housing related planning, public services, and public facilities out of the Community Development (CD) allocation.
 - The additional 19% of the allocation to be split among special allocations- Colonias and Nonfederally recognized tribes and planning and administration. Approximately \$6 million is available for planning awards.
 - 2. Jurisdictions are eligible to apply for up to six (6) separate applications under the 2020 NOFA. Each application must have a unique activity with a complete budget, national objective, scope of work, and milestone timeline.
3. The maximum total grant award for the cumulative total of applications submitted by the jurisdiction cannot exceed \$3.5 million. This maximum does not include any CDBG Program Income committed to activities.
4. Although OTC capital applications are noncompetitive, they must meet "threshold" requirements to be awarded CDBG funds. Additionally, OTC projects must be "shovel-ready," able to go to bid within 90 days of execution of the standard agreement, or the award will be cancelled.
5. All CDBG activities must meet one of three National Objectives: 1) benefit to Low and Moderate Income (LMI) persons; 2) prevention or elimination of slums or blight; or 3) urgent need. The most commonly used National Objective is benefit to LMI persons. The LMI income limit is set annually by the U.S. Department of Housing and Urban Development (HUD) as 80% or less of the Area Median Income by household size. The most recent income limits for Mendocino County are attached (Page 2 of Attachment 3).

City of Ukiah Local Application Process

The City has developed a local application process to both inform stakeholders and potential applicants of the CDBG NOFA and to establish a fair process by which local applicants can be considered for a possible City CDBG application submitted to the State. On February 11, 2020, the City published a public notice in the Ukiah Daily Journal (Attachment 4) announcing the public meeting and describing the 2020 NOFA. Staff also emailed local stakeholders about the meeting. On February 21, 2020, Staff met with local stakeholders and other City staff to discuss the 2020 NOFA and City's local application process. Staff also distributed the City's Local Application (Attachment 5), which mirrors application threshold requirements in the State CDBG application.

Local applications were due by March 6, 2020, and six applications were received by the deadline. Although the City received a total of six applications, one of the six applicants withdrew their application shortly after the March 6 due date. This left five applications remaining, all of which were submitted by City Departments for City projects.

Discussion: Because all five submitted local applications met basic CDBG eligibility requirements and did not

exceed the maximum of six applications the City can apply for under the 2020 NOFA, scoring of applications was not necessary. Therefore, Staff recommends Council authorize the submittal of five applications for all local applications received.

Staff Recommendation to Council

The following is requested and included in the attached Resolution (Attachment 6):

City of Ukiah Microenterprise Technical Assistance Program = \$140,000
General Administration - Microenterprise Technical Assistance Program = \$10,500
City of Ukiah Business Assistance Program = \$434,539
Activity Delivery - Business Assistance Program = \$34,763
General Administration - Business Assistance Program = \$35,198
Clara Avenue Reconstruction Project = \$2,300,000
Activity Delivery - Clara Avenue Reconstruction Project = \$230,000
General Administration - Clara Avenue Reconstruction Project = \$75,000
Orr Street Bridge and Transportation Corridor Study and Plan = \$150,000
Design and Feasibility Study for ADA Improvements at City of Ukiah
Municipal Services Facility Located at 501 South State Street = \$50,000
Total Grant Amount = \$3,460,000

Additionally, Staff recommends Council approve the use of CDBG Program Income in an amount not to exceed \$48,350 for the Clara Avenue Reconstruction Project, a Public Improvement Project.

To proceed with this recommendation, Staff requests Council 1) conduct a public hearing; and 2) adopt the Resolution in Attachment 6 authorizing an application be submitted to HCD for the above activities; and 3) approve corresponding budget amendments if the applications are awarded.

Recommended Action: 1) Conduct a public hearing to consider approval of application submittal to the State Department of Housing and Community Development; and 2) adopt a resolution authorizing the submittal of five 2020 State Community Development Block Grant applications and the City Manager to execute all related documents; and 3) approve the corresponding budget amendments if awarded.

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: Tim Eriksen, Public Works Director

Approved: 
Sage Sangiacomo, City Manager



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Please register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/register/873881253080411406>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

May 6, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the April 13, 2020, Special Meeting.

Recommended Action: Approve the Minutes of April 13, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-04-13 Draft Minutes

5.b. Approval of the Minutes for the April 15, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of April 15, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-04-15 Draft Minutes

- 5.c. Approval of the Minutes for the April 22, 2020, Special Meeting.

Recommended Action: Approve the Minutes of April 22, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-04-22 Draft Minutes

- 5.d. Approval of the Minutes for the April 29, 2020, Special Meeting.

Recommended Action: Approve the Minutes of April 29, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-04-29 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 March 2020.

Recommended Action: Approve the Report of Disbursements for the Month of March 2020.

Attachments:

1. March 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. March 2020 Disbursement Detail

- 7.b. Consider Approval of a Three-Year Microsoft Enterprise Licensing Agreement with Dell Marketing, Inc. in the Amount of \$115,336.14 Per Year, Plus the Yearly True-up of Installed Licensed Products

Recommended Action: Approve three-year Microsoft Enterprise Agreement with Dell in the amount of \$115,336.14 per year, plus the yearly true-up of installed licensed products.

Attachments:

1. City of Ukiah - EA Renewal
2. Riverside County MSFT Enterprise Agreement fully signed
3. Agreement Docs - Combined

- 7.c. Award Contract for Specification #20-05 Bush & Low Gap Electric Improvement Project to Wipf Construction LLC of Ukiah, CA in the Amount of \$84,595.00 (EUD).
Recommended Action: Award contract in the amount of \$84,595.00 for Bush and Low Gap Underground Improvement Project to Wipf Construction, LLC of Ukiah.
Attachments:
1. Bid_Results_Export
 2. Wipf Bid 041420
- 7.d. Consideration of Adoption of Resolution Reappointing Donovan Albright to the Airport Commission.
Recommended Action: Adopt Resolution reappointing Donovan Albright to the Airport Commission, term to expire May 6, 2023.
Attachments:
1. Policy Resolution No. 2014-48
 2. Application - Albright
 3. Nomination from Vice Mayor Orozco
 4. Proposed Resolution
- 7.e. Approval of Amendment with SHN Consulting Engineers and Geologists in the Amount of \$21,680 for Additional Design and Testing Services for Pressure Zone 2 South.
Recommended Action: Approve Amendment with SHN Consulting Engineers and Geologists in the Amount of \$21,680 for Additional Design and Testing Services for Pressure Zone 2 South.
Attachments:
1. Agreement w SHN
 2. SHN Amendment 1
- 7.f. Consider Adoption of a Resolution Approving an Amendment to the Joint Powers Agreement of the Mendocino Council of Governments to add Housing Matters as a Specific Power.
Recommended Action: Adopt the Resolution approving an amendment to the Joint Powers Agreement of the Mendocino Council of Governments to add housing matters as a specific power.
Attachments:
1. MCOG letter 2020-04-14-Ukiah
 2. Resolution
 3. MCOG JPA 2020 Amendment-ExhibA
- 7.g. Award of Contract to SHN Consulting Engineers and Geologists for Compaction and Materials Testing Services in the Amount of \$32,954 for the Downtown Streetscape Utilities and Road Diet Projects, Specification No. 19-17 and 19-18, and Authorize Additional Tests if Needed.
Recommended Action: Award a Contract to SHN Consulting Engineers and Geologists for Compaction and Materials Testing Services in the Amount of \$32,954 for the Downtown Streetscape Utilities and Road Diet Projects, Specification No. 19-17 and 19-18, and Authorize Additional Tests if Needed.
Attachments:
1. SHN Proposal
 2. LACO Proposal

- 7.h. Approve Budget Amendment and Notification for Pending Agreement with Hildebrand Consulting for Wastewater Rate Implementation Assistance and Consulting Services
Recommended Action: Approve budget amendment and notification for pending agreement with Hildebrand Consulting for wastewater rate implementation assistance and consulting services.
Attachments:

1. DRAFT - Contract 1920244- Hildebrand On-Going Sewer Utility Billing Support

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. Hearing on Consideration and Possible Adoption of Resolution Certifying EIR for Landfill Closure and Post-Closure Maintenance Plan, and Approval of Project Rescheduled to May 2020.
Recommended Action: Approve hearing to be re-noticed for and conducted during May 20, 2020, City Council meeting.
Attachments: None
- 11.b. Conduct a Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grant #16-CDBG-11147 and CDBG Program Income.
Recommended Action: 1) Receive report from Staff on final performance related to State Community Development Block Grant #16-CDBG-11147 and CDBG Program Income; and 2) conduct public hearing to receive public comment.
Attachments:
1. 2016-40 CC Reso - Approving Application for Funding and Execution of Grant Agmt - Block Grants
 2. Standard Agreement 16-CDBG-11147
 3. 2-6-20 HCD CDBG Monitoring Summary Report

- 11.c. Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of One or More 2020 State Community Development Block Grant Applications; and Approve Corresponding Budget Amendments if Awarded the Grant(s).

Recommended Action: 1) Conduct a public hearing to consider approval of application submittal to the State Department of Housing and Community Development; and 2) adopt a resolution authorizing the submittal of five 2020 State Community Development Block Grant applications and the City Manager to execute all related documents; and 3) approve the corresponding budget amendments if awarded.

Attachments:

1. 2020 State CDBG NOFA
2. 2020 State CDBG NOFA Amendment - 4-3-20
3. 2019-CDBG-Income-Limits
4. City of Ukiah Design Phase Public Hearing Publication
5. 2019-20 City of Ukiah CDBG local application
6. Resolution- 2020 State CDBG Application

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Authorize Staff to Refile a Change Petition for City Water Rights with the State Water Resources Control Board.

Recommended Action: Authorize Staff to Refile a Change Petition for City Water Rights with the State Water Resources Control Board.

Attachments: None

13. NEW BUSINESS

- 13.a. Adoption of Resolution of the City of Ukiah Establishing a Five-Hour Time Limit on Parking on Designated Streets Pursuant to Ukiah City Code Sections 7160 and 7164, Thereby Replacing 165 Two-Hour Spaces.

Recommended Action: Adopt a resolution of the City of Ukiah establishing a five-hour time limit on parking on designated streets pursuant to Ukiah City Code sections 7160 and 7164.

Attachments:

1. Five-Hour City of Ukiah Parking Resolution

- 13.b. City and Industrial Development Authority Consider Adopting Resolutions Authorizing Joint Exercise of Powers Agreement to Form the Ukiah Public Financing Authority.

Recommended Action: Staff recommends that the City Council and the IDA Board each adopt the attached resolutions by the City Council and the IDA Board, respectively, which approve the Joint Exercise of Powers Agreement to form the Ukiah Public Financing Authority (the "Authority") and designates the City Council as governing board of the Authority.

Attachments:

1. City Resolution Approving FA JPA Agreement
2. IDA Resolution Approving FA JPA Agreement
3. Joint Exercise of Powers Agreement

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

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

Attachments:

1. 2020 City Council Special Assignments

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

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

(Government Code Section 54956.9(d))

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: 2)

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. SCUK-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. SCUK- 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: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogogether Solutions

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

14.f. **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.

Kristine Lawler, City Clerk

Dated: 5/1/2020



**2019-20 CDBG APPLICATION
BUSINESS ASSISTANCE PROGRAM**

Description of Design Phase Public Hearing and Local Application Process

In addition to technical assistance provided year-round to prospective CDBG applicants, the City annually, or when eligible to apply for a CDBG grant, conducts a pre-application design phase public hearing and local application process shortly after a NOFA is released. The City published notice of its 2019-20 CDBG NOFA design phase public hearing in the Ukiah Daily Journal on February 11, 2020. The design phase public hearing was held on February 21, 2020.

This public hearing also initiated the City's CDBG local application process. Applications were due from local applicants, including City Departments, on March 6, 2020.

Copies of February 21 meeting minutes and handouts (2019-20 City of Ukiah CDBG Local Application and Key Dates) are attached.

**CITY OF UKIAH
CDBG Local Application Meeting
Civic Center Conference Room 3
300 Seminary Avenue
Ukiah, CA 95482
February 21, 2020
10:00 a.m.**

1. CALL TO ORDER

Craig Schlatter called the CDBG Local Application meeting to order at 10:00 a.m. in Conference Room 3 at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

Craig Schlatter presiding.

2. ROLL CALL

Present:

Craig Schlatter, Alicia Tlelo, Jacqueline Williams,
Anna Shaw

Staff Present:

Craig Schlatter, Community Development Director
Alicia Tlelo, Assistant Planner

Others present:

None

3. INTRODUCTION TO CDBG

Started at 10:00 a.m.

4. OTC INFORMATION

Started at 10:05 a.m.

5. QUESTIONS

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

6. NOFA APPLICATION INFORMATION AND SUBMITTAL QUESTIONS

Started at 10:15 a.m.

7. NATIONAL OBJECTIVES

Started at 10:27 a.m.

8. FUNDING AND ACTIVITY LIMITS

Started at 10:42 a.m.

- a. Housing and Community Development
- b. Dates and deadlines

9. QUESTIONS

Minutes of the CDBG Local Application Meeting, February 21, 2020, Continued:

Staff answered questions and provided general technical assistance regarding the NOFA and application requirements.

10. ACTIVITY DELIVERY, THRESHOLD REQUIREMENTS, AWARD ANNOUNCEMENTS, FEDERAL PROGRAM REQUIREMENTS

Started at 10:47 a.m.

11. LOCAL APPLICATION INFORMATION RUNDOWN

Started at 10:55 a.m.

Presenter: Craig Schlatter, Community Development Director

PUBLIC MEETING CLOSED: 11:12 a.m.



Alicia Tlelo, Recording Secretary

2019-20 CITY OF UKIAH CDBG DESIGN PHASE PUBLIC HEARING AND LOCAL APPLICATION PROCESS SIGN-IN SHEET

Project:	2019-20 CDB6 N0F4	Place/Room:	City of Ukiah
Facilitator:	City of Ukiah		

Name	Address	Phone	Email	Signature and Date
Jacqueline Williams ANNA ST AVE	139 Ford Street Ukiah, CA 333 LAUS Ave, 95482	463-1934 463 468 2218	Nacw@Fordstreet.org nacw@meinc.org	Jacqueline Williams Apr
Craig Schlatter Allan Allen	City of Ukiah	463-6219	c.schlatter@cityofukiah.com	Craig Schlatter
	City of Ukiah	463-6268	atl@cityofukiah.com	Allan Allen

2019-2020 CITY OF UKIAH CDBG LOCAL APPLICATION PROCESS

KEY DATES

- ❖ **Tuesday, February 11 – Date local applications first accepted by Community Development Department (CDD)**
- ❖ **Friday, February 14 – Date CDBG applications first accepted by HCD**
- ❖ **Friday, February 21 @ 10:00 a.m. Conference Room 3 – CDBG pre-application public meeting (open to members of the public, nonprofits, City staff, etc.)**
- ❖ **Friday, March 6 by 4:30 p.m. – Deadline for local applications**
- ❖ **Wednesday, March 11 – decision on local applications to recommend to City Council, plus corresponding staff report**
- ❖ **Wednesday, March 18 – City Council public hearing and adoption of resolution for application submittal**
- ❖ **Tuesday, April 14 – City of Ukiah CDBG application(s) submitted to HCD**

Note: selected applications will work with CDD to complete the full CDBG application required by HCD between the dates of March 18 and April 14.

2019-2020 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



COMMUNITY DEVELOPMENT DEPARTMENT

300 Seminary Ave. Ukiah, CA 95482

Phone: (707) 463-6219; Fax: (707) 463-6204

Email: housing@cityofukiah.com

LOCAL APPLICATION

In response to January 21, 2020 Notice of Funding Availability (NOFA)

Note: completed applications are due by 4:30 p.m. March 6, 2020 to the Department of Community Development, 300 Seminary Ave. Ukiah, CA 95482. For applications to be deemed complete, each question must be answered completely, and any required supporting documentation must be provided.

1. APPLICANT INFORMATION

Organization: _____

Address: _____

Contact Person: _____

E-mail: _____

Fax: _____

Phone: _____

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: _____

Project/Program Activity Allocation (refer to NOFA): _____

Address of Project/Program: _____

For Program activities, list the address of the organization.

Amount Requested: _____ (Activity) _____ (AD) _____ (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? ____ (Yes) ____ (No)

Are you requesting funding for a competitive program? ____ (Yes) ____ (No)

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: ____ (LMA) ____ (LMC) ____ (LMH) ____ (LMJ)

If proposing LMA, Low- Mod Area Benefit, please attach census block group information supporting this national objective.

How many beneficiaries will be assisted through this activity? _____

LMA = number of Low-Moderate Income (LMI) persons in service area that will benefit.

LMC = Number of LMI persons that will benefit.

LMH = Number of LMI households that will benefit.

LMJ = Number of LMI jobs created/retained.

Activity Description:

In the lines below, or in a separate attachment, enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

Detailed Scope of Work – Deliverable Narrative

In the lines below, or in a separate attachment, provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files etc.)

3. PROGRAM OR PROJECT FUNDING – MATCHING SOURCES

Is the CDBG funding requested gap funding? ____ (Yes) ____ (No)

If Yes, please attach a separate budget worksheet, listing and describing by line item or as a pro forma, all sources of funding and uses of the funding for the project. If No, please contact the City of Ukiah Community Development Department. Per the CDBG program, CDBG funds are to be used for gap financing and are not to supplant state and local funds that were previously dedicated to this activity.

4. OTC PROJECTS ____ (N/A – program)

If your organization is applying for an Over the Counter (OTC) capital improvement project through the CDBG program, answer the following questions. If your organization is applying for a program, check the line above for N/A.

Do you have site control? ____ (Yes) ____ (No)

If Yes, attach proof of site control.

Do you have bid ready plans and specs? ____ (Yes) ____ (No)

Bid ready plans and specs must be reviewed by the Community Development Department for completeness prior to request for approval of the application by the City Council.

Can your project be ready to go to bid within 90 days of execution of the standard agreement between the City of Ukiah and State of California? ____ (Yes) ____ (No)

Per the 2019-2020 CDBG NOFA, answers to all three questions must be yes to meet threshold requirements for the OTC allocation. OTC projects not meeting threshold requirements will be automatically rejected.

5. APPLICATION CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the State Community Development Block Grant (CDBG) Program, and the City of Ukiah's CDBG Local Application process. Applicant further agrees to abide by such regulations, and that violations of these regulations shall constitute grounds for cancellation of any funding commitment. Applicant hereby certifies that the information submitted in the Local Application and any supporting materials is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the rejection of this application and eligibility for City of Ukiah 2019-20 CDBG projects or programs.

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

GAVIN NEWSOM, Governor



January 21, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance**

**SUBJECT: Community Development Block Grant
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$60 million (\$30 million in 2019 funds and \$30 million in 2020 funds) in funding for the Community Development Block Grant (CDBG) Program through this Notice of Funding Availability (NOFA). The Department will also be re-allocating prior year program funding as it becomes available, as identified in the 2019-2020 Action Plan to this NOFA.

The amount of funds available as announced in this NOFA shall be allocated between Community Development, Housing, and Economic Development (ED) activities as per statutory requirements, and as identified in the CDBG Program Guidelines (Guidelines).

Funding from this NOFA can be used for a variety of activities, including:

Community Development (CD)

1. Public Facilities
2. Infrastructure
3. Public Services
4. Planning and Technical Assistance

Housing

1. Single-Family Housing Rehabilitation
2. Homebuyer Assistance
3. Infrastructure in Support of Housing
4. Multi-family Housing Rehabilitation

Economic Development (ED)

1. Business Assistance (BA)
2. Microenterprise Assistance (ME)
3. Infrastructure in Support of Businesses

Community Development Block Grant Notice of Funding Availability
January 21, 2020
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Pursuant to California Health and Safety Code ([HSC](#)) Sections ([§](#)) [50827](#) and [50831](#), there will be special allocations for the following:

1. Economic Development
2. Housing
3. Non Federally Recognized Native American Tribes
4. Colonias as defined by Section 916 of the National Affordable Housing Act of 1990

The Department will be accepting both Competitive and Over-the-Counter (OTC) applications through the eCivis Grants Management System portal beginning February 14, 2020. The application period for different application types is as follows:

NOFA Deadlines

NOFA Release	January 21, 2020
Application submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

ED Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

**ED Projects and Programs – Round 2
(Pending availability of funds)**

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC project allocation.

Community Development Block Grant Notice of Funding Availability
January 21, 2020
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**ED Projects and Programs – OTC project allocation
(Pending availability of funds)**

ED OTC project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
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In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applicants are encouraged to set-up their profiles in the eCivis portal located at <https://portal.ecivis.com/#/login> as early as possible. Profile set-up instructions can be found on the CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Applicants are encouraged to begin the application process early to ensure successful submission before application deadlines. If you have any trouble logging into the portal, or have questions on how to complete the online application, please contact the Department at cdbgnofa@hcd.ca.gov.

The Department will hold workshops in January 2020 to review the NOFA and application process. A link to the eCivis portal, along with a list of workshop dates and times and how to register, is available on the Department's CDBG webpage at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Information about setting up a profile, submitting an application, and managing awards through the eCivis portal is available under the Training and Technical Assistance tab on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

To receive CDBG NOFA FAQs and other Program information and updates, please subscribe to the Federal Programs listserv at http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

If you have any questions, please submit them to cdbgnofa@hcd.ca.gov.

Attachment

Community Development Block Grant Program 2020 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbq.shtml>
Community Development Block Grant Program email: cdbgnofa@hcd.ca.gov

January 21, 2020

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APPENDICES

- Appendix A:** Non-entitlement CDBG Jurisdictions Census and American Community Survey Data Need Scoring
- Appendix B:** Housing Element and Growth Control Requirements
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- Appendix D:** Sample Resolution of Governing Body
- Appendix E:** IDIS Matrix- CDBG Eligibility Activity Codes and National Objectives
- Appendix F:** Accessing CDBG Income Limits by Country and HUD Low/Moderate-Income Area Benefit Data
- Appendix G:** Determining Service Area
- Appendix H:** CDBG Income Survey Information
- Appendix I:** State Objective Criteria and Scoring
- Appendix J:** 2020 CDBG application Certifications and Statement of Assurances
- Appendix K:** DRAFT Standard Agreement

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Program Authority

The federal Small Cities Community Development Block Grant program (CDBG or CDBG Program) is authorized by the Housing and Community Development Act of 1974 (HCDA) as amended and codified at [Title 42 United States Code \(U.S.C.\) §5301 et. seq.](#), and Subpart 1 of the Federal CDBG Regulations, found at [Title 24 Code of Federal Regulations \(CFR\) §570.480 et. seq.](#) The requirements of the State of California CDBG Program are in [California Health and Safety Code \(HSC\) §§50825-50834.](#)

The Federal Omnibus Budget Reconciliation Act of 1981 provides for state administration of the federal Small Cities Community Development Block Grant Program. Pursuant to [HSC §50826.1](#), the California Department of Housing and Community Development's (Department) [CDBG Guidelines \(Guidelines\)](#), the Department's Consolidated Plan, and the Department's Annual Action Plan, set forth the policies and procedures governing the state's management and use of these funds. In addition to the Guidelines, Program participants must comply with federal regulations contained in [24 CFR Part 570, Subpart I](#); [24 CFR Part 58](#); and [2 CFR Part 200](#). If Congress or the state Legislature add or amend any requirements concerning the use or management of these funds, Grantees shall comply with such requirements. [See 24 CFR §570.480 et seq.](#) for additional general provisions.

Note: The HCDA was codified as Title 42 of the U.S.C., §5301, et. seq.; thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and 42 U.S.C. §5305(a)(22) are references to the same statute language. For the purposes of this NOFA we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

B. Program Eligibility

CDBG funds are provided as grants to nonentitlement jurisdictions. Non entitlement jurisdictions are jurisdictions that either do not have sufficient population to participate in the United States Department of Housing and Urban Development's (HUD) direct entitlement program, or that choose not to participate in HUD's direct entitlement program in favor of participating in the state CDBG Program. Applications may only be submitted by jurisdictions (City, County, or Town). Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding.

Grants can vary based on annual allocations and Activity limits. Grants must meet one of three national objectives:

1. Benefit low- to moderate-income (LMI) persons
2. Aid in the prevention or elimination of slums or blight, or
3. To meet an urgent need.

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#), and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

Please see Appendix A for a list of eligible jurisdictions.

C. Timeline

The timeline below identifies deadlines for the 2019-2020 Program year application process.

NOFA Deadlines

NOFA Release	January 21, 2020
Application Submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: April 15, 2020, 5:00 p.m. PST
Multi-family Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PST

Economic Development (ED) Projects and Programs – Round 1

ED Competitive Program	First Round Due Date: April 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the first deadline, the Department will use a rolling second deadline:

Economic Development (ED) Projects and Programs – Round 2 (Pending availability of funds)

ED Competitive Program – Round 2	Second Round Due Date: May 15, 2020, 5:00 p.m. PST
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In the event that the ED Competitive funds are not fully awarded in the second deadline, the Department will roll any unawarded funds into the ED OTC Project allocation.

**ED Projects and Programs – OTC Project allocation
(Pending availability of funds)**

ED OTC Project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PST
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In the event that the ED OTC funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multi-family Housing, Housing Infrastructure, and Community Development OTC allocation.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department recommends Applicants plan to submit prior to the final due or closing date to provide opportunity for troubleshooting if needed. Each application will be digitally time stamped upon submittal.

D. What is new in this NOFA

This NOFA is the result of a two-year redesign collaboration with the Department, CDBG stakeholders, and HUD. The goal of this redesign was to achieve the following objectives:

1. Align the state CDBG Program in California with the federal regulations that govern the Program.
2. Increase local capacity to plan for and operate the Program.
3. Improve Program communication and operations.
4. Ensure activities are implemented, and funds expended, by grant recipients, in a timely manner.
5. Address material findings in Program operations as discovered by HUD.

Additionally, the state CDBG Program has been redesigned to comply with federal regulations. SB 106 (2017) gave the Department authority to develop state CDBG Guidelines to administer the state CDBG Program. As per the state statute, [HSC §50826.1](#), the CDBG Guidelines, once adopted by the Department of Finance, would effectively replace the California State CDBG regulations at Title 25 California Code of Regulations (CCR) §§7050-7126. The CDBG Guidelines were adopted and became effective October 15, 2019. Such as, the California State CDBG regulations at Title 25 CCR §7050, et seq., have no regulatory authority over the Program and are scheduled for removal.

This change to state CDBG Guidelines was made to remove any unnecessary barriers for Applicants to apply for, and expend, CDBG funds.

The two most significant redesign related changes to this NOFA cycle are:

1. The addition of an Over-the-Counter (OTC) application process for all capital construction projects. The intent of this process is to shorten the period between when a jurisdiction applies for project funding and when the funding is awarded. It will allow jurisdictions to apply for Program funding when projects are ready for implementation, as opposed to a fixed Competitive funding cycle. OTC means the first complete and eligible applications received will be the first to be reviewed and awarded, provided the application is complete and meets all of the program eligibility criteria.
2. The implementation of the new eCivis Grants Management System (GMS) is called "Grants Network". Grants Network will allow Applicants to apply for CDBG funding online and will track the status of their application once submitted. This new system is easier to navigate and does not require Applicants to submit hard copies of the application to the Department. Grants Network will support programs and projects from application through to implementation and closeout and will connect with other digital accounting and reporting systems used by both the Department and HUD.

II. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [24 CFR §570.3 and in the CDBG Guidelines](#).

III. Nondiscrimination

All applicants will be required to comply with the nondiscrimination clauses included in Appendix K Draft Standard Agreement Exhibit D Sections 10-12.

IV. Allocation

A. Funding

Funds will be allocated according to federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827](#) et seq. For more information, please reference the CDBG Guidelines located at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf>. The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2019 and 2020 allocations. The allocations will be set aside from each year's funding. The limits apply to each year's allocation.

1. State allocations

Economic Development (ED)

30 percent of each annual allocation. Approximately \$18 million is estimated to be available for ED activities.

ED Competitive Programs

Approximately \$5.4 million is estimated to be available for Economic Development Competitive programs.

ED OTC projects

Approximately \$12.6 million is estimated to be available for economic development OTC projects.

Housing and housing related infrastructure

51 percent of each annual allocation. Approximately \$30.6 million is estimated to be available in a set-aside for housing assistance, housing services, housing-related facilities, and housing-related infrastructure.

Housing Assistance Competitive Programs

Approximately \$5.5 million is estimated to be available for housing assistance competitive programs.

Multifamily housing rehabilitation and infrastructure in support of housing OTC projects

- Approximately \$12.5 million is estimated to be available for multifamily housing rehabilitation and infrastructure in support of housing projects.
- An additional \$12.6 million will be available for housing related planning, public services, and public facilities out of the Community Development allocation.

2. Special allocations

Colonias

5 percent of each annual allocation. Approximately \$3 million is estimated to be available to Colonias jurisdictions. The Colonias allocation is exempt from the \$3.5 million per jurisdiction limit.

Nonfederally recognized tribes

1.25 percent of each annual allocation. Approximately \$750,000 is estimated to be available to nonfederally recognized tribes. The nonfederally recognized tribe allocation is exempt from the \$3.5 million per jurisdiction limit.

3. Federal limits

Public services

15 percent of each annual allocation. Approximately \$9 million will be available for public services, including public services in support of housing.

Planning and administration

HUD allows up to 20 percent of each annual allocation to be used for planning and administration. This includes the 3 percent allowed for state administration costs. All activities will be allowed a flat 7 percent administration allocation. The remaining 10 percent will be available for planning applications. Approximately \$6 million will be available for planning awards, including planning in support of housing and Economic Development activities.

Note: The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitation for the available funding for each application type.

B. Insufficient demand

If there is insufficient demand for an identified allocation, the Department may make awards to other qualifying activities to meet the timeliness of federal funds requirements.

C. Department rights

The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all of its provisions. If such an action occurs, the Department will notify interested parties via its listserv email tool and website.

D. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG Program. In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to operate the CDBG Program or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. This NOFA is not a commitment of funds to any activity or applicant.

E. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. After the application submittal deadline, CDBG may request clarifying information, provided that such information does not affect the competitive ranking of the application. No information will be solicited or accepted if such information results in a competitive advantage to an applicant. No Applicant may appeal the Department's evaluation of another Applicant's application.

V. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#). Housing and Community Development activities should be located in predominantly residential areas or should serve predominantly residential areas to be eligible.

Pursuant to [24 CFR §570.482](#), eligible activities for funding the CDBG Program include, but are not limited to:

A. Housing Assistance

1. Single Family (1-4 units) Homebuyer Assistance
2. Single Family (1-4 units) Housing Rehabilitation
3. Multifamily Single Family (1-4 units) Housing Acquisition and Rehabilitation
4. (5 or more units) Housing Rehabilitation
5. Infrastructure in Support of Housing

B. Public Facilities and Public Infrastructure

1. Acquisition
2. Rehabilitation
3. Construction

C. Public Services

1. Senior and Youth Services
2. Health, Nutrition, and Homeless Services
3. Job Training
4. Other eligible public services

D. Planning and Technical Assistance

E. Economic Development

1. Business Assistance
2. Microenterprise Assistance
3. Infrastructure in Support of Businesses

VI. National Objectives

Each Activity that receives CDBG funding must meet all the benefit requirements detailed by [24 CFR 570.483-570.484](#).

At least 70 percent of the funds awarded shall benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income eligible group. Individual activities shall meet one of the following national objectives:

A. Low- to moderate-income (LMI)

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit.
 - a. LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD.

- b. Presumed benefit LMC refers to persons who, as a category, are typically low income.
 - 1) Seniors
 - 2) Persons with a disability
 - 3) Homeless persons
 - 4) Abused children and battered spouses
 - 5) Illiterate adults
 - 6) Persons living with acquired immunodeficiency syndrome (AIDS)
 - 7) Migrant farmworkers
2. LMA benefit identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding income surveys.
 - a. Is based on the American Community Survey using Census Geographies.
 - b. At least 51 percent of households in the area must be earning at 80 percent or below HAMFI to meet LMA.
 - c. Must be contiguous and the area should be mapped to show eligibility.
 - d. Activity must be a public benefit for the area, such as streets and sidewalks, sewer/water infrastructure, community facilities, or park improvements.
 - e. LMA eligibility should be determined from the map application at HUD's [Low- and Moderate-Income Summary Data](#) Application page. [Instructions for HUD's mapping application](#) are available to assist in using the map application.
 - 1) Low- to Moderate-Income Housing (LMH) defined by household income limits
 - a) Households earning 80 percent or less of HAMFI.
 - 2) Low- to Moderate-Income Job Creation or Retention Activities (LMJ)
 - a) LMJ is based on the number of full-time equivalent jobs created or retained
 - b) Must create or retain jobs, and 51 percent of those jobs must be for LMI persons.
 - c) To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained.

B. Slums and Blight

1. Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution, before the activity is considered.
2. Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.482](#).

C. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

VII. Eligible Applicants

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible jurisdictions

Any California City or county is eligible to apply for CDBG Program funding except a City or county that participates in the HUD-administered CDBG Entitlement Program. Incorporated cities located in an urban county as defined by [42 U.S.C. 5302\(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the City has elected to be excluded from the urban county participation as per [24 CFR 570.307\(g\)](#) for it to be eligible for the state CDBG Program. Eligible applicants may use the following approaches. Only eligible activities from eligible applicants will be scored and ranked.

1. An eligible Applicant may apply on its own behalf.
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants.
3. Two or more eligible Applicants, which share a program, may submit a joint application.
4. In addition to Activity and application limits identified in the NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's jurisdiction when there are concentrations of Native Americans ([HSC §50831](#)) or where there is a designated Colonia as described by Section 916 of the National Affordable Housing Act of 1990, provided the concentration is within an eligible City or county.

B. 50 Percent Rule

Any Applicant with one or more current and open CDBG Standard Agreements, for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity (s) included in those open CDBG Standard Agreement(s) unless the Applicant has expended at least 50 percent of CDBG funds previously awarded (the "50 Percent Rule") for that Activity; or unless a waiver to the rule has been approved by the Director, as allowed at [HSC §50833\(f\)](#). The requirements of this subsection do not apply to OTC awards.

C. 2 CFR Part 200 compliance

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at [2 CFR §200](#), including the single audit requirements of [2 CFR §200.501](#). The Applicant must provide the Department with its most recent single audit, if applicable.

If the Applicant has open single audit findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG Program until the findings are resolved or a remediation plan or agreement is established.

D. Housing Element compliance

As per [HSC §50830](#), the Applicant must comply with all Housing Element requirements listed in [Government Code §65580](#) et seq. Applicants without a certified Housing Element must show proof of effort in attaining compliance in a timely manner. Failure to meet Housing Element certification requirements will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG Program until the Housing Element is in compliance or is on course for compliance.

E. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

F. Federal debarment

Pursuant to [24 CFR Part 5](#), all CDBG Grantees are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business with the Grantee are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.

The Department will not award any CDBG funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal [System for Award Management](#) that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred.

G. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the City or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG Program and to a CDBG Program administered by an Urban County or other entitlement entity during the same program year.

VIII. Funding and Activity limits

IMPORTANT NOTE:

All applications must be submitted through the [eCivis Portal](#); no hard copies will be accepted. Jurisdictions will submit one application per Activity. Each jurisdiction can submit up to six (6) applications during this NOFA cycle. Each Activity must have a unique application with a completed budget, national objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA. Each Activity, both projects and programs, is stand-alone with a discrete budget and scope of work. General Administration should be budgeted for each Activity up to the cap allowed for that Activity. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions.

A. Housing and Community Development Activities

The maximum total grant award for all activities for Community Development Activities is \$3.5 million per jurisdiction. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total, including Program Income. In no event shall the new grant award exceed the maximum per jurisdiction limit of \$3.5 million. Per jurisdiction limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per-Activity limits do not include Colonia and Native American set-asides.

1. Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$1 million
- b. Homeownership Assistance Program - up to \$1 million
- c. Housing Project: Multifamily Rental (5 or more units), Rehabilitation with or without acquisition - up to \$3.5 million
- d. Housing Project: Acquisition of Real Property for Multifamily housing projects - up to \$3.5 million
- e. Public Improvements in Support of Housing: New Construction - up to \$3.5 million

2. Non Housing Community Development Activities

- a. Public Improvements (other than In Support of Housing or Businesses) - up to \$3.5 million
- b. Public Facility - up to \$3.5 million
- c. Project Predevelopment (limited to 2 grant awards this NOFA) - up to \$500,000
- d. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000

B. Economic Development Activities

Maximum total grant award limit is \$6 million, including all Activities except ED OTC, Colonia, and Native American set-asides. ED OTC is a stand-alone application subject to the ED OTC limits noted below. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total including Program Income. The new grant award shall not exceed the maximum per jurisdiction limit of \$6 million. ED limits do not include Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per Activity limits do not include Colonia and Native American set-asides. The maximums per application type are as follows:

1. Competitive applications
 - a. Business Assistance - up to \$750,000
 - b. Micro-Enterprise Assistance - up to \$500,000
2. OTC applications
 - a. Public Infrastructure In-Support of Businesses - up to \$6 million
 - b. Commercial/Industrial Building Acquisition, Construction, Rehabilitation, or other improvements - up to \$6 million

C. Colonias and Native American Communities Allocations

Applications for these allocations may be in addition to other applications submitted by an eligible jurisdiction. Applications submitted under this section will be independently evaluated and ranked against other applications for these respective special allocations, without regard to the ranking of an application submitted pursuant to another section of this NOFA. Applications for these allocations are not included in the per-jurisdiction grant award maximums.

D. Milestones

All CDBG-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least two milestones per Activity application – a milestone for Activity initiation and a milestone for Activity closeout. Additional milestones are optional, though encouraged for best practice Activity implementation.

IX. Program Administrative and Activity Delivery Costs

A. General Administration

Pursuant to §§208-209 of the state CDBG Guidelines, Grantees may expend a portion of the grant amount for general administrative (GA) costs provided that such amounts

are justified for the type and complexity of the program, and that there are records to satisfactorily document these charges.

Administrative costs may include, but are not limited to, the following categories:

1. Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG Program, including general management, general legal services, accounting, and auditing.
2. Travel costs incurred in carrying out the general management of the program.
3. Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services.
4. Other costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment.
5. Costs incurred in providing information and resources to individuals, families, and households in the LMI group; and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program.
6. Administrative funding can also be used for fair housing activities in compliance with the requirements of §103 of the state CDBG Guidelines. If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [570.482](#).

The GA cap for grant awards is **7 percent** of the total award. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent GA allocation. GA for Program Income funds is **17 percent**. For project budgets with both grant award and Program Income as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

B. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successively complete a specific Activity, such as loan underwriting costs, architecture and engineering design costs, and labor compliance review costs.

In past NOFAs, the Department provided detailed restrictions on AD allocations to ensure as much funding as possible is attributed to assisting beneficiaries. The Department is re-evaluating AD limitations to improve overall budgeting and Activity performance. AD limits for all activities except housing Rehabilitation Administration have been eliminated. Applicants must include a budget line item for AD if there will be AD costs as part of the Activity. The AD limit for Housing Rehabilitation administration will be **20 percent** of the total grant award. AD for Rehabilitation Administration will be charged as a total of the award, not on a loan-by-loan or, in the case of emergency repair programs, grant-by-grant, basis.

X. Threshold requirements

The following threshold requirements must be met at the time of application:

- A.** City or county must be a non entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD administered CDBG Entitlement Program.
- B.** The Activity applied for must be an eligible Activity as defined by [42 U.S.C. §5305](#).
- C.** The Activity must meet a CDBG national objective as defined by [24 CFR §570.483](#).
- D.** The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements of [2 CFR §200](#).
- E.** Pursuant to [24 CFR §570.486](#), applications must follow CDBG Public Participation regulations.
- F.** The Applicant must have complied with all the requirements listed in [HSC §§50829](#) and [50830](#) regarding Housing Element law. Pursuant to the law, CDBG will not reject an application based on either the content of the Housing Element or the Department's findings on the Element, except as may otherwise be provided in [HSC §50830](#). The determination of Housing Element compliance will be made by the Department's Division of Housing Policy Development (HPD).
- G.** The Applicant must demonstrate, to the satisfaction of the Department, that it is in compliance with the state and federal submission requirements of [2 CFR §200.512](#), and provide their most recent single audit as applicable.
- H.** The Applicant must be in good standing with the Department as defined in Section VII of this NOFA.
- I.** The applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as defined in Appendix I. (NOTE: State Objectives are a threshold requirement in the OTC application, but may be used to increase points in the Competitive applications.)
- J.** The Applicant must demonstrate compliance with [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#) relocation requirements as applicable.
- K.** The Applicant must demonstrate compliance with [Article XXXIV](#), as applicable.

XI. Contents of application

Applications must be electronically submitted through the [eCivis portal](#) and consist of the items identified in the application, as well as any other information deemed necessary by the Department to evaluate the applications. This information provides the basis for assessment and includes the assurances and agreements necessary for compliance with [HSC §50825](#), et seq., [24 CFR §570](#), and [24 CFR §200](#).

XII. Mandatory Department resolution

To reduce delays in the application review, award, and contracting processes, applicants are **required** to use the Department's *Sample Resolution of the Governing Body*. For reference, please see Appendix D.

XIII. Application submission

A. Application workshops

The Department will hold application workshops beginning in January 2020. Please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

Applicants are also strongly encouraged to review available webinars and training materials on the CDBG Program, the CDBG Redesign, using Grants Network, and preparing a CDBG application in Grants Network.

B. Application submission

Applicants **must** follow instructions in both this NOFA and the online application. Failure to follow instructions will result in disqualification.

The CDBG application and all required attachments must be submitted to the Department through the GMS Portal located at <https://portal.ecivis.com/#/login>. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, on penalty of perjury.

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the "Create an account" option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information, but are unable to accept any new documentation that would provide an unfair advantage over other applications.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act (California [Government](#)

Code §6250 et. seq). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request.

XIV. Application review, approval, and commitment process

A. Application review

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not be reviewed.

All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be disqualified.

1. Competitive applications

Competitive applications that pass threshold and eligibility will be scored according to the evaluation criteria outlined in the application under the Readiness Section.

Scores include two components:

- a. Need Score – need scores are set scores for different Activity types that are based on public data sets that indicate the severity of community need for a specific Activity. The Department prepares the need scores and will provide the scores as Attachment A to this NOFA.
- b. Activity Readiness – Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to application submittal to shorten the time between award and expenditure. The scoring weight for each readiness criteria is included in the application instructions.

Each application will receive two reviews. Scores will be totaled for each reviewer and summed for the Activity along with the need score. Applications will be ranked based on highest score. Applicants may request a copy of their reviews at any time after the scoring and announcement of awards has been completed.

2. OTC applications

OTC applications that pass threshold and eligibility review will be reviewed on a first-come, first-served basis. Each application will be reviewed by two separate staff to ensure consistency and transparency. Applications that are eligible, complete, and that satisfy readiness requirements will be recommended for funding. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

B. Recommendations

The Department will review applications and make award recommendations according to the above criteria. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the Applicant review period. Applicants will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be officially notified via email that their application was not awarded.

C. Standard Agreements

Successful applicants (awardee(s)) will enter into a Standard Agreement with the Department. A draft sample is included as Attachment K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee(s) within 30 days (contracting period) of the awardees' receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XV. Appeal criteria and process

A. Criteria

Upon receipt of the Department's notice that an application has been determined to be incomplete or fails threshold, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.

No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.

The appeal process provided herein applies solely to decisions the Department made in this program NOFA, and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

B. Appeal process and deadlines

In order to lodge an appeal, Applicants must submit to the Department, by the filing deadline set forth below, a written appeal, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department either via email at cdbgnofa@hcd.ca.gov, or at the following address:

California Department of Housing and Community Development
Attn: CDBG Program Appeals
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

The Department will accept appeals through a carrier service such as the U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non state holiday) business hours of 9:00 a.m. to 5:00 p.m. PST. Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

C. Appeal Decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

D. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG Program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

XVI. Awards announcement and grant implementation

Awards announcements

The Department anticipates awards will be announced within 90 days of the Competitive application deadlines. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss the status of applications.

Within 60 days from the award announcement date, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

XVII. Federal program requirements

A. Cross-cutting requirements

The CDBG Program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600 et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG Program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state Program.

The following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions
15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses, must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV Compliance

Applicants engaging in low-income housing project activities that are subject to Article XXXIV must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at HSC §37000. Exceptions to Article XXXIV can be found at HSC §37001.

D. Procurement

Pursuant to 24 CFR §570.489(g), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (i.e., administrative sub-contractor, Davis Bacon consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at 2 CFR §200.317-326. Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, of not to exceed \$850,500, for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:

City of Ukiah Microenterprise Technical Assistance Program	\$ 140,000
General Administration – Microenterprise Technical Assistance Program	\$ 10,500
City of Ukiah Business Assistance Program	\$ 431,000
Activity Delivery – Business Assistance Program	\$ 34,000
General Administration – Business Assistance Program	\$ 35,000
Orr Street Bridge and Transportation Corridor Study and Plan	\$ 150,000
Design and Feasibility Study for ADA Improvements at City of Ukiah Municipal Services Facility Located at 501 South State Street	<u>\$ 50,000</u>
Total Grant Amount	\$ 850,500

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$140,000 for the City of Ukiah Business Assistance Program described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its applications.

SECTION 4:

The City hereby authorizes and directs City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on August 5, 2020 by the following vote:

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



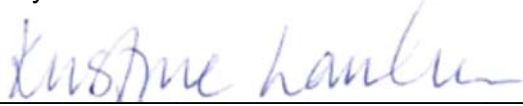
Douglas F. Crane, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 5th day of August, 2020.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: 
Name and Title

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	City of Ukiah				
Remit-To Address (Street or PO Box)	300 Seminary Ave.				
City	Ukiah	State	CA	Zip Code+4	95482
Government Type:	☒ City	☐ County	Federal Employer Identification Number (FEIN) 946000446		
	☐ Special District	☐ Federal			
	☐ Other (Specify)				

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Sage Sangiacomo	Title	City Manager
Phone number	(707) 463-6221	E-mail address	ssangiacomo@cityofukiah.com
Signature	Sage Sangiacomo	Date	5/11/20



August 19, 2020

Department of Housing and Community Development
Attn: Connie Mallavia, Program Manager
CDBG Program
2020 W. El Camino Ave.
Sacramento, CA 95833

Re: FY 2019-2020 OMB Circular A-133 (no audit required) certification
2019-2020 CDBG NOFA and CDBG-CV1 funding allocations

Dear Ms. Mallavia:

This letter is to certify that the City of Ukiah was not required to complete a single audit under the requirements within OMB Circular A-133 for its fiscal year ended June 30, 2019 because total federal expenditures were less than the minimum threshold. The City does expect to complete a single audit for its fiscal year ended June 30, 2020, which it plans to complete by December 31, 2020.

Please contact me at (707) 463-6220 with any questions.

Sincerely,

Daniel Buffalo
Finance Director



U.S. Department of Housing and Urban
Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1387
www.hud.gov
espanol.hud.gov

LEVEL OF ENVIRONMENTAL REVIEW (2011)

(For use in documenting environmental review of activities that are exempt or categorically excluded from the National Environmental Policy Act and do not require an Environmental Assessment.)

I. Project Description

Grant Number: CDBG (Grant Number TBD)

Project Name: City of Ukiah Business Assistance Program

Address or Location: Incorporated Areas of the City of Ukiah, CA 95482

Activities (include maximum contemplated scope, magnitude and duration):

The City of Ukiah is seeking CDBG funding to implement a Business Assistance Program for eligible for-profit businesses located within the incorporated areas of the City of Ukiah. Activities are expected to include the provision of low interest forgivable and/or amortized loans to small and medium sized for-profit businesses in the City of Ukiah over a 2-3 year period. CDBG Business Assistance Program loans provided to for-profit businesses would be used for economic development activities including, but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

II. Level of Environmental Review determination:

☒ Exempt per 24 CFR 58.34 or categorically excluded per 24 CFR 58.35(b) or 24 CFR 50.19.

Cite specific provision (e.g., "24 CFR 58.35(b)(5), Activities to assist homebuyers to purchase existing dwellings"): Categorically excluded not subject to statutes at 58.5, per 24 CFR 58.35 (b) (4), economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

Next: Complete section 3, flood insurance and airport clear zone documentation below.

OR

☐ Categorically excluded per 24 CFR 58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4.

Cite specific provision (e.g., "24 CFR 58.35(a)(3)(ii), Rehabilitation of multifamily buildings") :

Next: Complete section 3, flood insurance and airport clear zone documentation below; also complete HUD the recommended format titled Statutory Worksheet.

III. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance (24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?

☒ No - Flood insurance is not required. The review of this factor is completed.

☐ Yes - Continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

- ☐ No - Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Factor review completed).
- ☐ Yes - Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

(Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
- ☐ Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.
- ☐ No - **Federal assistance may not be used in the Special Flood Hazards Area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property?\
- ☒ No - This element is completed.
- ☐ Yes - Continue.
2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?
- ☐ No - Attach map. This element is completed.
- ☐ Yes - Continue.
3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
- ☐ No - Attach signed statement from airport or airfield operator. Project complies with 24 CFR 51.303(a)(3).
- ☐ Yes - **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?
- ☒ Yes - This element is completed; there are no coastal barrier resources in HUD Region IX.
- ☐ No - Continue.
2. Is the project located in a coastal barrier resource area? (See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>).
- ☐ No - Cite Source Documentation:
- (This element is completed).
- ☐ Yes - **Federal assistance may not be used in such an area.**

Mireya Turner, Associate Planner,
Preparer Name, Signature and Date

Mireya Turner, 05-28-2020

Craig Schlatter, Director of Community Development,
Responsible Entity Official or HUD Approving Official – Name, Title, Signature and Date

Craig Schlatter 5-28-20

City of Ukiah
Responsible Entity (City, County, State) or HUD Field Office



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: City of Ukiah Business Assistance Program

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya Turner, Associate Planner

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.35 (b) (4), economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations. Activities are expected to include the provision of low interest forgivable and/or amortized loans to small and medium sized businesses in the City of Ukiah to offset the economic impacts of the COVID-19 Shelter in Place (SIP) order and to assist these businesses with financial recovery.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (4) Economic development activities, including but not limited to, equipment purchase, inventory

financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG	TBD

Estimated Total HUD Funded Amount: \$469,302

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$469,302

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood	Yes No ☐ ☒	

Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature:

Date: 05-28-2020Name/Title/Organization: Mireya Turner/Associate Planner/City of Ukiah

Responsible Entity Agency Official Signature:

Date: 5-28-20Name/Title: Craig Schlatter/Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

City of Ukiah
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Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: City of Ukiah Business Assistance Program

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.35 (b) (4), economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations. Activities are expected to include the provision of low interest forgivable and/or amortized loans to small and medium sized businesses located in the incorporated limits of the City of Ukiah.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (4) Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG grant and CDBG Program Income	TBD

Estimated Total HUD Funded Amount: \$605,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$605,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	CDBG Business Assistance will not be utilized for any businesses located within an Airport Runway Clear Zone or Accident Potential Zone.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	There are no coastal barrier resources in the State of California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes ☐ No ☒	Businesses to be assisted with CDBG Business Assistance funds will not be located within any special flood hazard areas.

[42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

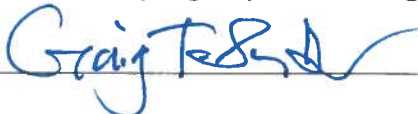
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>None.</i>

Preparer Signature: _____

Date: 08-21-2020Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

Responsible Entity Agency Official Signature: _____

Date: 8-21-20Name/Title: Craig Schlatter/Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1387
www.hud.gov
espanol.hud.gov

LEVEL OF ENVIRONMENTAL REVIEW (2011)

(For use in documenting environmental review of activities that are exempt or categorically excluded from the National Environmental Policy Act and do not require an Environmental Assessment.)

I. Project Description

Grant Number: CDBG (Grant Number TBD)

Project Name: General Administration Activities for City of Ukiah Business Assistance Program

Address or Location: Incorporated Areas of the City of Ukiah, CA 95482

Activities (include maximum contemplated scope, magnitude and duration):

The City of Ukiah is seeking CDBG funding for general administration of a Business Assistance Program for eligible for-profit businesses located within the incorporated areas of the City of Ukiah. Activities are expected to include reporting, monitoring, program compliance, and other administrative and management activities associated with administering the CDBG-funded City of Ukiah Business Assistance Program over a 2-3 year period.

II. Level of Environmental Review determination:

☒ Exempt per 24 CFR 58.34 or categorically excluded per 24 CFR 58.35(b) or 24 CFR 50.19.

Cite specific provision (e.g., "24 CFR 58.35(b)(5), Activities to assist homebuyers to purchase existing dwellings"): Exempt per 24 CFR 58.34 (a) (3), administrative and management activities.

Next: Complete section 3, flood insurance and airport clear zone documentation below.

OR

☐ Categorically excluded per 24 CFR 58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4.

Cite specific provision (e.g., "24 CFR 58.35(a)(3)(ii), Rehabilitation of multifamily buildings") :

Next: Complete section 3, flood insurance and airport clear zone documentation below; also complete HUD the recommended format titled Statutory Worksheet.

III. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance (24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?

☒ No - Flood insurance is not required. The review of this factor is completed.

☐ Yes - Continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

☐ No - Source Document (FEMA/FIRM floodplain zone designation, panel number, date): _____ (Factor review completed).

☐ Yes - Source Document (FEMA/FIRM floodplain zone designation, panel number, date): _____

(Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

☐ No - **Federal assistance may not be used in the Special Flood Hazards Area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property?

☒ No - This element is completed.

☐ Yes - Continue.

2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?

☐ No - Attach map. This element is completed.

☐ Yes - Continue.

3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

☐ No - Attach signed statement from airport or airfield operator. Project complies with 24 CFR 51.303(a)(3).

☐ Yes - **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?

☒ Yes - This element is completed; there are no coastal barrier resources in HUD Region IX.

☐ No - Continue.

2. Is the project located in a coastal barrier resource area? (See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtml>).

☐ No - Cite Source Documentation:

(This element is completed).

☐ Yes - **Federal assistance may not be used in such an area.**

Mireya Turner, Associate Planner,
Preparer Name, Signature and Date

Mireya Turner 05-28-2020

Craig Schlatter, Director of Community Development,
Responsible Entity Official or HUD Approving Official – Name, Title, Signature and Date

Craig Schlatter 5-28-20

City of Ukiah

Responsible Entity (City, County, State) or HUD Field Office



Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: General Administration Activities for City of Ukiah Business Assistance Program

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya Turner, Associate Planner

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.34 (a) (3), administrative and management activities. Activities are expected to include reporting, monitoring, program compliance, and other administrative and management activities associated with administering the CDBG-funded City of Ukiah Business Assistance Program over a 2-3 year period.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (3) - Administrative and management activities.

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG	TBD

Estimated Total HUD Funded Amount: \$35,198

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$35,198

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No ☐ ☒	

[42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: Mireya Turner Date: 05-28-2020

Name/Title/Organization: Mireya Turner/Associate Planner/City of Ukiah

Responsible Entity Agency Official Signature:

Craig Schlatter Date: 5-28-20

Name/Title: Craig Schlatter/Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: General Administration Activities for City of Ukiah Business Assistance Program

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA/Region IX

Preparer: Mireya G. Turner

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

24 CFR 58.34 (a) (3), administrative and management activities. Activities are expected to include reporting, monitoring, program compliance, and other administrative and management activities associated with administering the CDBG-funded City of Ukiah Business Assistance Program over a 2-3 year period.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (3) - Administrative and management activities.

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG	TBD

Estimated Total HUD Funded Amount: \$35,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$35,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	General administrative activities will not be conducted in any airport runway clear zones or accident potential zones.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	There are no Coastal Barrier Resources in the State of California.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No ☐ ☒	General administrative activities will not be conducted in flood hazard areas.

Business Assistance Program

City of Ukiah, CA

HEROS Number

[42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	<i>None.</i>

Preparer Signature: Mireya G. Turner Date: 08-21-2020

Name/Title/Organization: Mireya G. Turner/Planning Manager/City of Ukiah

Responsible Entity Agency Official Signature:

Craig Schlatter Date: 8-21-20

Name/Title: Craig Schlatter/Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

City of Ukiah
20-CDBG-12041
OMB No. 2506-0087
Page 161 of 172
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number)		
8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
11. Program Activity/Project Description	

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☐ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	Date signed

Address of Certifying Officer

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 5, 2019

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo:

RE: City of Ukiah's 6th Cycle (2019-2027) Adopted Housing Element

Thank you for submitting Ukiah's Housing Element adopted October 23, 2019 and received for review on October 28, 2019. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted Housing Element in full compliance with state Housing Element law (Article 10.6 of the Government Code). The adopted element was found to be substantially the same as the revised draft Housing Element that HCD's June 22, 2019 review determined met statutory requirements.

For your information, some General Plan element updates are triggered by Housing Element adoption. HCD reminds the City of Ukiah to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider Housing Element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program; and the SB 2 Planning Grants as well as ongoing SB 2 funding consider Housing Element compliance and/or annual reporting requirements pursuant to Gov. Code section 65400. With Housing Element compliance, City of Ukiah meets the Housing Element requirements for these funding sources.

Sage Sangiacomo, City Manager
Page 2

HCD appreciates the hard work and dedication Craig Schlatter, Community Development Director, provided throughout the course of the Housing Element review. HCD wishes the City of Ukiah success in implementing its Housing Element and looks forward to following its progress through the General Plan annual progress reports pursuant to Gov. Code section 65400. If HCD can provide assistance in implementing the Housing Element, please contact Sohab Mehmood, of our staff, at (916) 263-1968.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" and the last name "West" clearly distinguishable.

Shannan West
Land Use & Planning Manager

Sheet1

City of Ukiah Business Assistance Loan Program					
Activity Budget- All sources including GA, AD, and Activity					
Sources					
Uses	Total	CDBG PI (est 10/2020)	CDBG Grant (est 11/2020)	Private Lenders (est 11/2020)	Unfunded Costs
Standard Agreement/Activity Setup and General Conditions Clearnace					
Administration (GA)	\$ 4,650.00	\$ 4,650.00	\$ -	\$ -	\$ -
Total	\$ 4,650.00	\$ 4,650.00	\$ -	\$ -	\$ -
Marketing and Outreach (Pre-Activity Implementation)					
Printed materials	\$ 684.00	\$ -	\$ 684.00	\$ -	\$ -
Meetings and outreach	\$ 10,875.00	\$ -	\$ 13,080.00	\$ -	\$ -
Administration (GA)	\$ 10,075.00	\$ 10,075.00	\$ -	\$ -	\$ -
Total	\$ 21,634.00	\$ 10,075.00	\$ 13,764.00	\$ -	\$ -
Loan Processing and Closing					
Underwriting	\$ 16,250.00	\$ -	\$ 16,250.00	\$ -	\$ -
Loan Committee presentation- consultant	\$ 3,125.00	\$ -	\$ 3,125.00	\$ -	\$ -
Loan Committee presentation- City staff	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -
Loan funding	\$ 547,200.00	\$ 116,200.00	\$ 431,000.00	\$ 108,634.75	\$ -
Administration	\$ 16,825.00	\$ 9,075.00	\$ 7,750.00	\$ -	\$ -
Total	\$ 586,550.00	\$ 125,275.00	\$ 461,275.00	\$ 108,634.75	\$ -
Grant Ongoing Administration and Closeout					
Administration	\$ 24,961.00	\$ -	\$ 24,961.00	\$ -	\$ -
Total	\$ 24,961.00	\$ -	\$ 24,961.00	\$ -	\$ -
Total (all sources/uses)	\$ 637,795.00	\$ 140,000.00	\$ 500,000.00	\$ 108,634.75	\$ -



**2019-2020 CDBG APPLICATION
BUSINESS ASSISTANCE PROGRAM**

Activity Budget Narrative

The City of Ukiah proposes the funding of a CDBG Business Assistance Loan program for businesses located in the incorporated area of the City of Ukiah. The \$500,000 program consists of \$431,000 in direct financial assistance to for-profit businesses, \$36,289 in activity delivery to reimburse costs of a procured program operator/underwriter to deliver the program and reimburse costs of City staff to assist in the implementation, as well as \$32,711 in General Administration for City staff to administer grant activities. The City anticipates at least a 25% match in capital from private lending institutions, resulting in total cash match of at least \$108,634. Additionally, the City is committing \$140,000 in anticipated CDBG Program Income to the Business Assistance program.

All of these sources together bring the value of the CDBG business assistance program to a total of \$748,634.

Profile: cschlatter@cityofukiah.com

Applicant Information

Tell us about you.

Linked Applicant

cschlatter@cityofukiah.com

First name

Craig

Last name

Schlatter

Email

cschlatter@cityofukiah.com

Title

Community Development Director

Company

City of Ukiah

Company Website

www.cityofukiah.com

City

Ukiah

State

California

Organization Information

Tell us about your organization.

Organization Name

City of Ukiah

Employer Identification Number (EIN)

946000446

DUNS

074642893

Authorized Representative

Sage Sangiacomo, City Manager

Business/Finance Representative

Daniel Buffalo, Finance Director

Organization Address

Address

300 Seminary Ave.

Address 2

City

Ukiah

State

California

County

Mendocino

Congressional District/Region

2

Zip

95482

Phone

(707) 463-6219

Phone Extension

Fax

(707) 463-6204

Authorized Representative (if different from above)

Name

Title

Email

ssangiacomo@cityofukiah.com

Phone

(707) 463-6221

Business/Finance Contact (if required)

Name

Title

Email

dbuffalo@cityofukiah.com

Phone

(707) 463-6220

Program Year

2019

Are you applying on behalf of an additional Jurisdiction?

No

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: 18812602

Application

City of Ukiah Business Assistance Program

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/D91E85DB-DBC2-4B06-A668-B20B6C262256>

Budget Status

Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Economic Development - Programs (2019)
Stage: Awarded

Report Date: 02/24/2021
Requested By: Craig Schlatter
cschlatter@cityofukiah.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Direct Financial Assistance to For-Profits	Business Assistance loans (8)	0	\$0.00	\$0.00	\$431,000.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Marketing and outreach-consultant costs	0	\$0.00	\$0.00	\$10,875.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Marketing and outreach-City staff costs	0	\$0.00	\$0.00	\$2,205.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Underwriting- consultant costs	0	\$0.00	\$0.00	\$16,250.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Loan committee-consultant costs	0	\$0.00	\$0.00	\$3,125.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Loan committee- City staff costs	0	\$0.00	\$0.00	\$3,150.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery	Publications and printed flyers	0	\$0.00	\$0.00	\$684.00	\$0.00		\$0.00	Direct Cost
	Activity Delivery - PI COH	Consultant costs- loan processing, underwriting, presentation to loan committee, implementation, etc. - PI COH	0	\$0.00	\$0.00	\$8,000.00	\$0.00		\$0.00	Direct Cost
	Activity- direct financial assistance to for-profit businesses - PI COH	Loans to for-profit businesses - PI COH	0	\$0.00	\$0.00	\$108,200.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$583,489.00	\$0.00		\$0.00	
General Administration										
	General Administration	City staff costs	0	\$0.00	\$0.00	\$32,240.00	\$0.00		\$0.00	Direct Cost
	General Administration	Mail, delivery correspondence costs	0	\$0.00	\$0.00	\$200.00	\$0.00		\$0.00	Direct Cost
	General Administration	CDBG-related travel	0	\$0.00	\$0.00	\$271.00	\$0.00		\$0.00	Direct Cost
	General Administration - PI COH	City staff costs- loan servicing and monitoring for BA loan portfolio - PI COH	0	\$0.00	\$0.00	\$23,800.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$56,511.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$640,000.00	\$0.00		\$0.00	

Budget Report, Created by Craig Schlatter, cschlatter@cityofukiah.com, 02/24/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>

RESOLUTION NO. 2024-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ACKNOWLEDGING ACOMPLISHMENTS AND CONFIRMING ACTIVITY COMPLETION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PLANNING ACTIVITY: ORR STREET BRIDGE AND TRANSPORTATION CORRIDOR STUDY AND PLAN**

WHEREAS, on August 5, 2020, the City Council adopted Resolution 2020-43 authorizing the submittal of a State Community Development Block Grant (CDBG) application in response to the 2020 CDBG Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD); and

WHEREAS, the City was awarded \$500,000 in State CDBG funds, in addition to \$140,000 in City Program Income (PI), for Standard Agreement 20-CDBG-12041 for the “City of Ukiah Business Assistance Program” and executed the Standard Agreement on June 22, 2021; and

WHEREAS, the project has been completed, grant activity funds have been expended, and the City has been approved for reimbursement of \$482,183.70 by HCD for all project Activity expenses, as well as \$36,262 in Activity Delivery and \$32,711 in General Administration expenses; and

WHEREAS, all \$140,000 of the City of Ukiah Program Income (PI) allocated to the program has been expended; and

WHEREAS, the State CDBG program requires that City staff present a report on project accomplishments and performance after the project has been completed; and

WHEREAS, the State CDBG program requires the City Council to conduct a public hearing to receive public comment and adopt a Resolution acknowledging accomplishments, confirming activity completion, and confirming approval of reimbursement of all grant funds from HCD requested by the City through Standard Agreement 20-CDBG-12041.

NOW, THEREFORE, BE IT RESOLOVED as follows:

1. The City Council of the City of Ukiah has reviewed the activity staff report and acknowledges the project accomplishments, which include the completion of the “City of Ukiah Business Assistance Program”.
2. The City Council confirms activity completion.
3. The City Council confirms that the City has been approved for reimbursement of the grant-related funds from the State and is ready to close out standard agreement 20-CDBG-12041.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the City Council of the City of Ukiah held on the 19th day of June 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a resolution adopted by said City Council on this 19th day of June, 2024.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____



AGENDA SUMMARY REPORT

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

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Supervisor

PRESENTER: Jake Burgess, Community Services Supervisor

ATTACHMENTS:

1. Fee Schedule for Facilities, Museum, Programs and Aquatics FY 25
2. Draft Resolution CS Fee Review

Summary: City Council will conduct their annual review of the user fee schedule for the Community Services Department, including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and Grace Hudson Museum.

Background: The City of Ukiah Community Services Department includes Recreation, the Grace Hudson Museum, the Ukiah Valley Conference Center, parks, facilities, and various other programs. As a matter of policy, City Council reviews fees on an annual basis to ensure that the desired cost recovery, quality of service, and affordability remain at a high level. Conducting a regular review of the comprehensive fee schedule has been an important component of budget management. The annual review has assisted Staff in monitoring the growth and success of services, planning the marketing and service delivery objectives, and forecasting for each budget cycle.

Staff utilizes a variety of tools in the review and assessment of fees including the analysis of existing fees, operating costs, and service levels. The Community Services Department has also conducted fee schedule comparisons with similar facilities/ programs in other agencies around the state to ensure our fees are in line with industry standards. Many facility rental fees have not increased in the past decade while utilities, maintenance and staffing costs have risen significantly.

Discussion: Community Services Department has completed a review of all user fees to ensure that the desired cost recovery, quality of service, and affordability remain balanced. In response to the costs associated with maintaining and staffing facilities, Staff is requesting a number of changes to the fee ranges adopted in 2023. These proposed changes include adjusting rates for renting Parks, the Civic Center, the Alex Thomas Plaza, the Ukiah Valley Conference Center, Grace Hudson Museum's meeting spaces (Wild Gardens, Sun House, and Meeting Room), and the Ukiah Municipal Pools. Changes are also proposed to the user fees for Aquatics programs and the Grace Hudson Museum as well as the State St. Banner program. Sports and Recreation fees are still well within the previously adopted range, providing for increases if necessary in the future. The current and proposed fees are detailed in "Attachment 1 - Fee Schedule for Facilities, Museum, Programs and Aquatics FY 25" and below. The Resolution (Attachment 2) would approve these changes.

GRACE HUDSON MUSEUM

The Grace Hudson Museum provides art exhibits, educational programs, tours, and workshops. Rate changes are proposed for rental spaces as well as entry fees in Attachment 1.

PARKS & FACILITIES

The Ukiah Valley Conference Center coordinates the scheduling and uses of public rental facilities, which includes the Conference Center, parks and picnic spaces. Facility rental revenue provides funds for routine maintenance, as well as the ability to provide facility improvements and prepare for long-term capital improvement projects. Community Services Staff members work diligently to keep their operating and maintenance costs low and to manage the facilities within budget guidelines. Rate changes for renting the Conference Center, Alex Thomas Plaza and Parks are detailed below and in Attachment 1.

UKIAH MUNICIPAL POOLS

The pool facility and operation is an important community asset as it provides a safe aquatic environment for recreation and lessons. Over the years, the City Council has maintained a commitment to ensure fees for service at the facility are affordable for all. The City also provides scholarships to numerous swim lesson participants, which ensures that the fee-based programs are accessible for anyone, regardless of their financial status. Multiple staff members have been certified to be a Lifeguard, CPR and First Aid trainer, which has helped reduce costs for training and increase training availability. Staff continues to explore promotional activities, the marketing of special pool programs, and specialty hours that increase usage of the pool. Rate changes are proposed for rental spaces as well as entry fees, detailed below and in Attachment 1.

RECREATION PROGRAMS & SERVICES

There are many programs and services provided by the Recreation Division. Staff members have successfully operated sports leagues, instructional classes, art-based programs, fitness activities, dog training and much more. There are many formats for the structure of classes, clinics, camps, and leagues. The Recreation Division has been tremendously successful in offering specialty camps that are held during a school break holiday and focus on a particular sport. Recreation programs provide a healthy activity and serve a need for working parents. As with all the programs, the Youth Scholarships are available to assist with financial needs so that all children can participate; the proposed 2024-25 budget increases the amount of scholarship funding available. The previously adopted fee ranges remain adequate, current fees are within the adopted range.

ATHLETIC FACILITIES & SPORTS FIELDS

There are a variety of athletic fields in Ukiah for specific rental uses, and their users include private groups who wish to conduct tournaments. The Recreation Staff handles the scheduling of the field rentals, and the revenue helps to offset the maintenance costs. No adjustments are necessary for this category.

Note: The City has not charged Ukiah-

based youth sports leagues such as baseball, football, and soccer for the use of athletic fields. It would be cost prohibitive for youth programs to pay a facility usage fee.

Staff continue looking for new ways to increase revenue to offset the ongoing maintenance costs.

An analysis of the current fee range was conducted in coordination with the Finance Department to ensure budget goals are met given rising costs of staffing and supplies.

Recommended Action: Conduct a Public Hearing, and Adopt the Resolution amending the user fee schedule for Community Services; including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

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: Maya Simerson, Neil Davis

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved: 
Sage Sangiacomo, City Manager

COMMUNITY SERVICES DEPARTMENT		
A. UKIAH MUNICIPAL GOLF COURSE		
Facility Managed by Tayman Park Golf Group, Inc.		
B. PARK AND FACILITY RENTALS		
1. Todd Grove Room Rental Facility Managed by Tayman Park Golf Group, Inc.		
Facility located at 599 Park Blvd, Managed by Tayman Park Golf Group, Inc.		
Capacity: 225 Assembly, 125 Dining with Kitchen Facility		
Primary Use: Social Gatherings, Celebrations, Meetings, Workshops		
Fee Category/Description	Current Fees	
All Types of Use		
Refundable Deposit	500	
Businesses & Individuals		
Daily Rate	500	
Non Profit or Government Agencies		
Daily Rate	300	
2. Grace Hudson Museum Meeting Room & Wild Garden Rentals		
Facility located at 431 S Main Street.		
Meeting Room Capacity: 49 Assembly/Dining with Kitchen Facility		
Primary Use: Small Gatherings, Meetings, Workshops		
Wild Gardens Capacity: not to exceed 200		
Primary Use: outdoor events, including receptions, fundraisers, weddings		
Fee Category/Description	Current Fees	Proposed Fees
Meeting Room Public/Private Rental		
All Types of Use		
Refundable Deposit	200	250
Businesses & Individuals		
Daily Rate	450	500
Non Profit or Government Agencies		
Daily Rate	250	300
* Rates for wedding rental will be priced by the Conference Center/ Facility Administrator according to client requirements.		
Wild Gardens Public/Private Rental	Current Fees	
All Types of Use		
Refundable Deposit -- Business & Individuals up to 100 guests	250	300
Businesses & Individuals up to 100 guests		
Daily Rate	700	850
Refundable Deposit -- Business & Individuals 101-200 guests	400	450
Businesses & Individuals 101-200 guests		
Daily Rate	1,000	1,150
Refundable Deposit -- Non Profit or Government Agencies up to 100 guests	250	300
Non Profit or Government Agencies up to 100 guests		
Daily Rate	450	500
Refundable Deposit -- Non Profit or Government Agencies 101-200 guests	400	450
Businesses & Individuals 101-200 guests		
Daily Rate	650	750
* Rates for wedding rental will be priced by the Conference Center according to client requirements.		

COMMUNITY SERVICES DEPARTMENT				
3. Civic Center Council Chamber Rental				
Facility located at 300 Seminary Ave.				
Capacity: 141 in Council Chambers				
Primary Use: Meetings and Lectures				
Fee Category/Description			Current Fees	Proposed Fees
Public/Private Meeting				
Refundable Deposit			200	250
Business Hours: Monday - Friday 8am-5pm				
Daily Rate			150	200
Daily Rate			150	150
Room Rental Fees				
Refundable Deposit			200	200
Business Hours: Monday - Friday 8am - 5pm				
Daily Rate			150	150
Evening Hours: Monday-Friday 5pm-9pm				
Daily Rate			250	300
Additional Hours after 9pm				
Per Hour			50	100
Services				
Equipment Use: Projector, Screen, Sound Sytem			50-100	50-100
B. PARK AND FACILITY RENTALS (Continued)				
4. Park Facility Rental: Picnic Area and Other Uses				
Parks that have rental areas include:				
Todd Grove Park at 600 Live Oak				
Vinewood Park at 1260 Elm Street				
Oak Manor Park at 500 Oak Manor Drive				
Primary Use: Gatherings, Picnics, BBQ's, etc.				
Fee Category/Description			Current Fees	Proposed Fees
Park & BBQ Rate				
1-50 People			100	150
50-100 People			200	250
100+ People			300	350
Access to Electricity			75	100
5. Alex R Thomas Plaza & School Street				
Facility located at 310 S State Street				
Primary Uses: Large Gatherings, Fundraising Events, Music, Vendors, Booths				
Fee Category/Description			Current Fees	Proposed Fees
All Types of Use for the Entire Plaza including Stage & Pavilion				
Refundable Deposit			300	300
Businesses & Individuals				
Daily Rate			450	500
Non Profit or Government Agencies				
Daily Rate			350	400
Additional Equipment provided by City				
Daily Rate			50-75	50-150
Expanded Use: Street Closure and/or School Street Electricity				
Daily Rate			100	150
Use of Plaza Speaker and/or School Street Speaker System				
Deposit			500	500
Operator Set-Up			100	100
Hourly Use Rate			100	100

COMMUNITY SERVICES DEPARTMENT				
C. UKIAH VALLEY CONFERENCE CENTER				
1. Room Rentals				
Daily Rate applies Monday through Friday 8:00am-5:00pm				
Non Profit Rate applies to the Daily Rate only when applicable				
Evening/Weekend Rate applies Monday through Friday after 5pm & Saturday or Sunday				
Fee Category/Description		Current Fees	Proposed Fees	
Red Rooms: Cabernet 1, Cabernet 2, Merlot & Zinfandel				
Up to 300 people Dining or 400 Theater/Assembly				
Daily Rate		1750	1850	
Evening/Weekend Rate		3000	3200	
Non Profit Daily Rate		1500	1600	
Cabernet 1 & Merlot or Cabernet 2 and Zinfandel				
Cabernet 1 or 2				
From 1 to 125 people Dining/Classroom or 175 Theatre/Assembly				
Daily Rate		700	750	
Evening/Weekend Rate		1250	1300	
Non Profit Daily Rate		600	650	
Add Merlot Room or Zinfandel Room		300	350	
Chenin Blanc Room				
From 1 to 40 people				
Daily Rate		400	500	
Evening/Weekend Rate		600	750	
Non Profit Daily Rate		300	400	
Riesling Room				
From 1-20 people				
Daily Rate		200	250	
Evening/Weekend Rate		250	300	
Non Profit Daily Rate		175	200	
Chardonnay Room				
From 1-20 people				
Daily Rate		200	250	
Evening/Weekend Rate		250	300	
Non Profit Daily Rate		175	200	
Merlot or Zinfandel Room				
From 1-20 people				
Daily Rate		200	250	
Evening/Weekend Rate		250	300	
Non Profit Daily Rate		175	200	
Kitchen Use Fee		300	Range 300-500	
The Conference Center provides a variety of rentals, rooms and services. The listed rates are for small conferences, seminars and educational trainings. Rates for banquets, receptions, fund raisers and festive occasions will be priced according to client requirements. Additionally, the Conference Center Administrator may provide promotional rates or discounts for multiple bookings.				

COMMUNITY SERVICES DEPARTMENT			
D. GRACE HUDSON MUSEUM & SUN HOUSE			
Facility located at 431 S Main Primary Use: Art museum with educational presentations, tours, workshops.			
1. Use Rates			
Fee Category/Description		Current Fees	Proposed Fees
Admission Rates			
Child under 8		0 (with adult)	0 (with adult)
Youth ages 8-17		3	5
Student 18+ w/ ID		4	5
Adult		6*	7*
Senior		4	5
Family		12	15
School Rate per student		3	3
Active Military Personnel		0	0
Native American w/ Tribal ID		0	0
		*\$5 is currently being charged despite the	*\$5 is currently being charged despite the
E. UKIAH MUNICIPAL POOLS USER FEES			
Facility located at 591 Park Blvd. Primary Use: Open during the summer months for "drop-in" use during public swim hours. Programming includes swim lessons, trainings,			
1. Use Rates			
Fee Category/Description		Current Fees	Proposed Fees
Public Swim Rates			
Children 0-5 years old		3-7	5 - 10
Children 6-17 years old		3-7	5 - 10
Adults 18+		3-7	5 - 10
Children 20 Pass Punch Card		100-140	100-140
Adult 20 Pass Punch Card		100-140	100-140
2. Swim Lesson Rates			
Fee Category/Description			
Traditional Swim Lesson Program			
2-week session		60-100	75-120
Other Aquatic Based Programs			
Aqua fitness classes, clinics, camps, etc.		1-200	1-200
3. Private Facility Use			
Use: A Private Pool Use includes exclusive use for both pools with lifeguards			
Fee Category/Description			
2 - 4 hour period, exclusive use, 1 pool or 2		250 - 600	300 - 750

COMMUNITY SERVICES DEPARTMENT			
F. RECREATION PROGRAMS AND SERVICES			
1. Youth Sports Leagues			
Qualifying participants can utilize the Youth Scholarship program for a reduced fee.			
Fee Category/Description		Current Fees	
Youth Sports Team Sponsor			
Business Sponsorship Fee		100-500	
Girls Youth Softball			
Individual Player Fee		60-100	
Youth Basketball			
Individual Player Fee		60-100	
Other Sports			
Individual Player Fee		20-100	
F. RECREATION PROGRAMS AND SERVICES (continued)			
2. Adult Sports League			
Fee Category/Description		Current Fees	
Adult Sports Team Sponsor			
Business Sponsorship Fee		200-500/team	
Adult & Co-ed Softball			
Individual Player Fee		25-60	
Adult Basketball			
Individual Player Fee		25-60	
3 on 3 Basketball League			
Team Fee		50-200	
Other Sports			
Individual Player Fee		25-60	
Other Sports			
Team Fee		50-500	
3. Classes and Recreation Fees			
Fee Category/Description		Current Fees	
Contract Instructor Classes			
Registration for one participant		0-1,000 per class	
Clinics, Workshops, Trainings, Specialty Camps			
Registration for one participant		0-500 per class	
Recreation Guide Advertising Rates			
1/8 page - full page		0-1,000	
4. State Street Banner Program			
Fee Category/Description		Current Fees	Proposed Fees
State Street Banner			
Banner Fee		100	200

COMMUNITY SERVICES DEPARTMENT					
G. ATHLETIC FACILITIES AND SPORTS FIELDS					
	1. Athletic Fields				
	Ukiah Sports Complex				
	Facility located at 905 City Well Road, at River Street off Hwy 101				
	Amenities: 3 Softball Fields, Lighting, Concession Facilities and Restrooms				
	Primary Use: Sports Leagues, Tournaments				
	Fee Category/Description			Current Fees	
	Field Use				
	One Field			150/day	
	Lighting for One Field			50/day	
	Refundable Deposit			1000	
	Other Park Locations with Athletic Field				
	Fee Category/Description			Current Fees	
	Field Use				
	One Field			150/day	
	Lighting for One Field			50/day	
	Refundable Deposit			500	
Athletic Fields are used for a variety of functions such as tournaments, fundraisers, and league play. Facility use will be priced					

RESOLUTION 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING USER FEE SCHEDULE FOR COMMUNITY SERVICES DEPARTMENT FACILITIES, PROGRAMS AND SERVICES

WHEREAS, the City of Ukiah owns, manages, maintains, and provides facilities, programs and services for public use; and

WHEREAS, community members and private organizations request the use of facilities and participate in these programs or services; and

WHEREAS, the use of facilities and the participation in programs or services necessitates a need for fees which have been established to provide for maintenance, utilities and other operational expenses; and

WHEREAS, the City Council may from time to time consider fee adjustments in order to continue operation of facilities, programs and services in a fiscally responsible manner; and

WHEREAS, the City Council conducted a public hearing and has heard public comment on these issues,

NOW, THEREFORE, BE IT RESOLVED that the City Council amend the Community Services Department Fee Schedule as attached in Exhibit "A", which is incorporated herein.

PASSED AND ADOPTED this 19th day of June, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor, Josefina Duenas

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval and Adoption of 2024-25 Fiscal Year City Budget through Resolution, Five-Year Capital Improvement Plan, the Gann Limit Resolution, and Budget Agreement with the Ukiah Valley Sanitation District.

DEPARTMENT: Finance

PREPARED BY: Diana Ramos, Assistant Accountant

Sage Sangiacomo, City Manager

PRESENTER: Dan Buffalo, Finance Director

Mary Horger, Financial Services Manager

ATTACHMENTS:

1. FY 24-25 Budget Resolution
2. 5-Year Capital Improvement Plan -FINAL - FYE 25
3. Vehicle Justifications - FYE 25
4. FY 24-25 GANN Limit Resolution
5. Budget Workshop, 6-3-24
6. UVSD Budget Agreement, FY 2025 Draft

Summary: The Council will consider for approval and adoption through resolution the City budget for the 2024-25 fiscal year, the City's Five-Year Capital Improvement Program Plan, the City's Gann Limit for the 2024-25 fiscal year, and the wastewater budget agreement with the Ukiah Valley Sanitation District for 2024-25.

Background: Presented here is the operating and capital budget for the City of Ukiah and related documents for the fiscal year 2024-25. This is the final step in the budget development and adoption process.

As part of this packet, the following are provided:

1. Budget unit pages (OpenGov stories). The Finance Department continues to enhance the usability and navigation of the budget document, turning to the OpenGov platform to deliver the budget document in its entirety. Budget units (departments and divisions) are presented in a standardized format in what are called "stories." They are dynamic, navigable web pages designed to be read electronically through a web browser. They offer the reader drill down features so that data can be presented as generally or as granularly as desired.

The best way to access stories is by clicking this link and finding each subsequent link in the table of contents:

<https://stories.opengov.com/ukiahca/published/CZOWkUdPA>

This page is the cover of the budget document (in draft), including a table of contents at the bottom. Each budget story can be accessed by clicking on its respective link in the table of contents. As the budget document is further developed, links will be activated for any reader to examine.

The OpenGov platform is best viewed through the Google Chrome web browser. It is a free application and can be found at the following link, complete with download and installation instructions.

Discussion: To adopt the budget, Council will approve and adopt:

1. Budget Resolution (Attachment 1) approving the annual City of Ukiah Budget for Fiscal Year 2024-25.
2. Five-Year Capital Improvement Program Schedule (Attachment 2) and the Vehicle & Heavy Equipment Justifications (Attachment 3) - resolution not required.
3. The Appropriations (Gann) Limit calculations and associated resolution (Attachment 4). This information is part of the overall budget document.
4. Budget Agreement with the Ukiah Valley Sanitation District for FY 2024-25 (Attachment 6), including preliminary cost sharing splits, which will be further revised and updated at a later Council meeting in August. This agreement is presented in substantial form. Staff is requesting Council approve and adopt it as such and authorize the City Manager to complete any final negotiated changes and sign the agreement. No further substantive changes are anticipated.

Additionally, the Council will be updated on the following:

Changes since the Budget Hearings on June 3 and 4: minor budgetary corrections have been made to indirect allocations and adjustments to projected beginning fund balances. The city-wide presentation was updated to add clarifying information and to incorporate personnel information that Council reviewed and considered (Attachment 5). This includes personnel re-classes, which will be implemented with the budget July 1, 2024.

Recommended Action: Taken Separately:

1. Approve and adopt budget resolution for the fiscal year 2024-25
2. Approve and adopt the updated Five-Year Capital Improvement Program Schedule for the fiscal year 2024-25
3. Approve and adopt Gann Limit resolution for fiscal year 2024-25
4. Approve (in substantial form) and authorize City Manager to sign fiscal year 2024-25 budget agreement with the Ukiah Valley Sanitation District.

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

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROPRIATING FUNDS FOR THE GENERAL FUND AND OTHER FUNDS IN THE FISCAL YEAR 2024-25 BUDGET

WHEREAS, the Ukiah Municipal Code requires the City Manager to prepare and submit an Annual Budget to the City Council for its approval; and

WHEREAS, it is good management practice to have comprehensive operating and capital improvement budgets to implement the various policies, programs and projects of the City Council, and the City Council has established a policy to review, adopt, and provide multiple updates to Fiscal Year (FY) Budgets; and

WHEREAS, on June 3, 2024, the City Council reviewed Draft FY 2024-25 revenue and expenditures for all budgeted governmental (including the general fund), proprietary, and fiduciary funds; and

WHEREAS, on June 4, 2024, the City Council continued its review of departmental budget units and capital improvements; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah does hereby adopt the budget for the General Fund and other budgeted funds for Fiscal Year 2024-25.

NOW THEREFORE BE IT FURTHER RESOLVED that,

1. Funds are appropriated at the Fund level for total expenditures, transfers and other uses as summarized in Exhibit A, attached hereto;
2. Transfers between funds are authorized as summarized in Exhibit B, attached hereto;
3. The FY 2024-25 Budget provides detail to the sources and uses of the authorized appropriations by fund and the final adopted document is incorporated herein by reference;
4. The Council has not made any changes to its financial management and budget policies since the last fiscal year (2023-24) and, accordingly, all existing policies are in effect; and
5. The open encumbrances outstanding at year-end are hereby designated as reserved in fund balance or working capital and appropriated July 1, 2024 for the 2024-25 fiscal year.

PASSED AND ADOPTED this 19th day of June 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Josefina Duenas, Mayor

Kristine Lawler, City Clerk

Fiscal Year 2024-25
Changes to Fund Balance/Working Capital

Primary Fund No.	Fund Name	Estimated Beginning Fund Balance	Revenues	Appropriations	Transfers In	Transfers (Out)	Other In (Out)	Estimated Increase (Decrease) to Fund Balance	Estimated Ending Fund Balance
100	General Fund	\$ 11,142,851	\$ 34,815,189	\$ 31,764,508	\$ 803,586	\$ (3,083,920)	\$ -	\$ 770,347	\$ 11,913,198
Capital Project Funds:									
120	STREETS AND ROADS CAPITAL	(201,892)	-	3,698,372	2,803,786	(740)	1,100,000	204,674	2,782
220	EQUIPMENT RESERVE FUND	383,431	7,641	436	-	-	-	7,205	390,636
251	SPECIAL PROJECTS RESERVE	1,142,013	23,952	151,366	-	-	-	(127,414)	1,014,599
252	STREET IMPROVEMENT FUND	3,299,646	4,917,727	6,684,909	-	-	-	(1,767,182)	1,532,464
300	PARK DEVELOPMENT FEES FUND	35,337	3,393	15,193	-	(3,711)	-	(15,511)	19,826
301	ANTON STADIUM FUND	11,344	225	13	-	-	-	212	11,556
302	OBSERVATORY PARK FUND	11,017	294	15,000	3,711	-	-	(10,995)	22
303	PLAYGROUND & PARK AMENITIES	9,564	3	-	-	-	-	3	9,567
305	RIVERSIDE PARK FUND	20,477	832,044	832,007	-	-	-	37	20,514
306	SKATE PARK FUND	147	3	-	-	-	-	3	150
307	SOFTBALL COMPLEX FUND	6,866	138	8	-	-	-	130	6,996
511	RAIL TRAIL FUND	507,109	3,563,230	3,179,370	-	-	-	383,860	890,969
	Total capital project funds	5,225,059	9,348,650	14,576,674	2,807,497	(4,451)	1,100,000	(1,324,978)	3,900,081
Debt Service Funds:									
130	PENSION STABILIZATION FUND	4,433,556	64,500	5,033	106,364	-	-	165,831	4,599,387
131	DEBT SERVICE RESERVE 2022 LRB	2,449,340	300	17	-	-	-	283	2,449,623
	Total debt service funds	6,882,896	64,800	5,050	106,364	-	-	166,114	7,049,010
Special Revenue Funds:									
250	SPECIAL REVENUE FUND	13,897	276	16	-	-	-	260	14,157
253	CITY PROP 172	238,596	108,178	38,882	-	-	-	69,296	307,892
308	OPIOD SETTLEMENT FUND	120,669	71,845	100,000	-	-	-	(28,155)	92,514
310	BROADBAND TECHNOLOGY PROJECT	-	-	-	-	-	-	-	-
311	ARRC GENERAL OPERATING FUND	8,632	94,300	109,002	-	-	-	(14,702)	(6,070)
312	DOWNTOWN BUSINESS IMPROVEMENT	100	25,500	22,000	-	-	-	3,500	3,600
313	LMHF HOUSING ASSET FUND	4,881,969	104,134	1,620,000	-	-	-	(1,515,866)	3,366,103
314	WINTER SPECIAL EVENTS	(18,225)	180,633	188,627	-	-	-	(7,994)	(26,219)
315	ADVANCED PLANNING FUND	239,589	119,120	306	-	(50,000)	-	68,814	308,403
316	SPECIAL RECREATION EVENTS	77,919	71,413	53,326	-	-	-	18,087	96,006
500	GAS TAX FUND	1,372,710	908,008	1,464,953	-	(454,000)	-	(1,010,945)	361,765
505	SIGNALIZATION FUND	381,610	7,605	434	-	-	-	7,171	388,781
507	1998 STIP AUGMENTATION FUND	321	6	-	-	-	-	6	327
508	SB325 REIMBURSEMENT FUND	82,925	41,737	46,582	-	-	-	(4,845)	78,080
509	S.T.P.	187,369	753,792	453,213	-	-	-	300,579	487,948
510	TRANS-TRAFFIC CONGEST RELIEF	4,311	87	5	-	-	-	82	4,393
600	COMM. DEVELOPM. BLOCK GRANT	731,247	51,560	8,000	-	-	-	43,560	774,807
611	CDBG GRANTS	16,874	542,373	539,775	-	-	-	2,598	19,472
613	HOME PROGRAM INCOME	8,830,316	5,982	-	-	-	-	5,982	8,836,298
620	CASO CERTIFICATION AND TRAINING FUND	57,685	3,038	7,000	-	-	-	(3,962)	53,723
630	ASSET SEIZURE FUND	72,001	36,143	53,000	-	-	-	(16,857)	55,144
631	ASSET SEIZURE(DRUG/ALCOHOL)	9	-	-	-	-	-	-	9
633	H&S EDUCATION 11489(B)(2)(A1)	10,623	57	-	-	-	-	57	10,680
634	FEDERAL ASSET SEIZURE GRANTS	5,947	117	5,052	-	-	-	(4,935)	1,012
635	SUP. LAW ENFORCE(SVC. FD)(SLESF)	387,232	246,234	94,286	-	-	-	151,948	539,180
636	CBTHP OFFICER	10,045	183	10	-	-	-	173	10,218
638	ASSET FORFEITURE 11470,2 H&S	44,338	1,191	36,000	-	-	-	(34,809)	9,529
639	SPECIAL REVENUE POLICE	33,980	125,840	48	-	(125,000)	-	792	34,772
695	TRANSFER STATION FUND	59,076	423,315	189	-	(425,000)	-	(1,874)	57,202
696	SOLID WASTE MITIGATION FUND	52,504	53,273	40,873	-	(76)	-	12,324	64,828
670	FEDERAL AMERICAN RESCUE FUND	1,513,316	29,754	1,697	-	-	-	28,057	1,541,373
	Total special revenue	19,417,585	4,005,694	4,883,276	-	(1,054,076)	-	(1,931,658)	17,485,927
Permanent Funds:									
400	RIPARIAN CORRIDOR ENHANCEMENT	146,062	2,910	166	-	-	-	2,744	148,806
Enterprise Funds*:									
640	PARKING DISTRICT #1	27,750	146,136	135,338	-	-	-	10,798	38,548
700	LANDFILL CLOSURE FUND	10,617,744	812,374	655,443	425,000	-	-	581,931	11,199,675
710	AMBULANCE SERVICES FUND	423,195	4,027,860	3,899,620	-	-	-	128,240	551,435
720	GOLF FUND	697,106	146,389	214,047	-	-	76,573	8,915	706,021
730	CONFERENCE CENTER FUND	(140,038)	508,160	464,245	-	-	-	43,915	(96,123)
777	AIRPORT	(404,672)	1,834,001	1,622,323	247,945	(247,945)	264,182	475,860	71,188
800	ELECTRIC	13,602,655	30,887,042	31,997,391	19,861,994	(19,861,994)	-	(1,110,350)	12,492,305
805	STREET LIGHTING FUND	9,374	190,018	186,109	-	-	-	3,909	13,283
820	WATER	10,739,182	40,810,378	40,476,454	1,534,319	(1,234,319)	-	633,924	11,373,106
840	WASTEWATER	1,727,038	10,707,392	13,055,122	2,200,000	(2,500,000)	1,300,000	(1,347,730)	379,307
	Total enterprise funds	37,299,334	90,069,749	92,706,091	24,269,258	(23,844,258)	1,640,755	(570,588)	36,728,745

Internal Service Funds**:									
200	CITY ADMINISTRATIVE SERVICES	720,981	6,458,655	6,806,837	-	-	-	(348,182)	372,799
201	WORKER'S COMP FUND	848,079	886,541	1,359,512	-	-	-	(472,971)	375,108
202	LIABILITY FUND	124,103	3,564,191	3,607,951	-	-	-	(43,760)	80,343
203	GARAGE FUND	73,652	582,273	591,811	-	-	-	(9,538)	64,114
204	PURCHASING FUND	212,841	560,700	561,726	-	-	-	(1,026)	211,815
205	BILLING AND COLLECTION FUND	115,674	2,127,319	1,983,504	-	-	-	143,815	259,489
206	PUBLIC SAFETY DISPATCH FUND	80,117	2,038,055	2,037,130	-	-	353,562	354,487	434,604
208	BUILDING & MAINTENANCE FUND	16,703,504	2,174,923	4,798,815	-	-	-	(2,623,892)	14,079,612
209	IT FUND	405,429	1,981,148	2,290,358	-	-	-	(309,210)	96,219
	Total internal service funds	19,284,380	20,373,804	24,037,644	-	-	353,562	(3,310,277)	15,974,103
	Total City Funds	99,398,167	158,680,797	167,973,410	27,986,705	(27,986,705)	3,094,317	(6,198,296)	93,199,870
Fiduciary Funds**:									
915	UVFD GENERAL OPERATING FUND	(836,910)	3,430,207	3,258,671	-	-	-	171,536	(665,374)
916	UVFD PROP. 172	62,798	105,000	105,071	-	-	-	(71)	62,727
917	UVFD MEASURE B	642,497	305,000	152,944	-	-	-	152,056	794,553
918	UVFD FIRE MITIGATION FEE	91,652	65,000	140,721	-	-	-	(75,721)	15,931
920	MSWMA	(230,090)	685,026	696,100	-	-	-	(11,074)	(241,164)
922	MILLVIEW COUNTY WATER DISTRICT	-	1,262,015	597,341	-	-	-	664,675	664,675
924	REDWOOD VALLEY CO WATER DISTR	-	1,193,775	588,599	-	-	-	605,177	605,177
969	REDEVELOPMENT SUCCESSOR AGENCY	6,032,174	1,154,950	1,054,046	-	-	-	100,904	6,133,078
	Total fiduciary funds	5,762,121	8,200,973	6,593,492	-	-	-	1,607,482	7,369,603
	Total all funds	\$ 105,160,288	\$ 166,881,770	\$ 174,566,901	\$ 27,986,705	\$ (27,986,705)	\$ 3,094,317	\$ (4,590,814)	\$ 100,569,473

Legend:

Begin of Year = Current Year Beginning Fund Balance

Expected Change = Estimated Year End Revenues - Estimated Year End Expenditures

Proj YE FB = Projected Upcoming Year End Fund Balance

*Denotes approximate available working capital.

**Denotes current assets. Funds held for the benefit of other agencies or entities.

Fiscal Year 2024-25
SCHEDULE OF TRANSFERS

Fund Transferring From (Transfers Out)			Fund Transferring To (Transfers In)		
Fund Number	Fund Name	Amount	Fund Number	Fund Name	Amount
100	GENERAL FUND	174,586	101	VISIT UKIAH	174,586
100	GENERAL FUND	2,803,786	120	STREETS CAPITAL IMPROVEMENTS	2,803,786
100	GENERAL FUND	78,114	130	PENSION STABILIZATION FUND	78,114
105	FIRE AUTHORITY	27,434	130	PENSION STABILIZATION FUND	27,434
120	STREETS CAPITAL IMPROVEMENTS	740	130	PENSION STABILIZATION FUND	740
300	PARK DEVELOPMENT FEES FUND	3,711	302	OBSERVATORY PARK FUND	3,711
315	ADVANCED PLANNING FUND	50,000	100	GENERAL FUND	50,000
500	GAS TAX FUND	454,000	100	GENERAL FUND	454,000
639	AB 109 SPECIAL REVENUE POLICE	125,000	100	GENERAL FUND	125,000
695	TRANSFER STATION FUND	425,000	700	SANITARY DISPOSAL SITE FUND	425,000
696	SOLID WASTE MITIGATION FUND	76	130	PENSION STABILIZATION FUND	76
777	AIRPORT FUND	233,570	778	AIRPORT CAPITAL IMPROVEMENT	233,570
777	AIRPORT FUND	14,375	779	SPECIAL AVIATION FUND	14,375
800	ELECTRIC FUND	12,221,147	801	ELECTRIC CAPITAL RESERVE FUND	12,221,147
800	ELECTRIC FUND	1,650,000	803	ELECTRIC DEBT SERVICE FUND	1,650,000
803	ELECTRIC DEBT SERVICE FUND	3,765,847	801	ELECTRIC CAPITAL RESERVE FUND	3,765,847
807	ELECTRIC CAP AND TRADE FUND	2,225,000	801	ELECTRIC CAPITAL RESERVE FUND	2,225,000
820	WATER FUND	165,000	823	WATER DEBT SERVICE RESERVE	165,000
820	WATER FUND	150,000	830	RECYCLED WATER FUND	150,000
820	WATER FUND	919,319	822	WATER CONNECTION FEE FUND	919,319
840	CITY SEWER OPERATIONS FUN	300,000	830	RECYCLED WATER FUND	300,000
840	CITY SEWER OPERATIONS FUN	2,200,000	841	SEWER BOND DEBT SERVICE FUND	2,200,000
Total Transfers Out		\$ 27,986,705	Total Transfers In		\$27,986,705



**FIVE-YEAR
CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEAR
2024-2025**



AIRPORT

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
AIRPORT

INFRASTRUCTURE																		
AIRPORT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Pavement Rehabilitation of Taxiways A, A3 and A - Design	This project is for the pavement rehabilitation design of Taxiways A (4,540'x55'), A3 (250'x45'), and A5 (250'x45') due to thermal and aging related cracking with localized structural related cracking but no evidence of structural failure. Proposed rehabilitation is milling top 2 inches of AC crack sealing and pavement repair, and placement of 2 inch layer of new AC and markings.	77825200.80230	18034	N/A	1403 S State	New	Grant	Yes	Contingent upon FAA Grant Funding.			\$ 360,000				\$ 360,000	Reviewed	X
	Add'l Comments: The FAA has made cost and project scope adjustments. Moved from FY 21/22, and increased by \$88,385. Moved from FY 22/23, and increased from \$148,385. Moved from FY 23/24 and increased from \$250k.																	
Pavement Rehabilitation of Taxeways A, A3 and A5 - Construction	This project will cover construction to rehabilitate pavements of Taxiways A (4,540'x55'), A3 (250'x45') and A5 (250'x45').	77825200.80230	18035	N/A	1403 S State	New	Grant	Yes	Contingent upon FAA Grant Funding.					\$ 2,850,000		\$ 2,850,000	Reviewed	
	Add'l Comments: The FAA has made cost and project scope adjustments. Moved from FY 2/23, and increased by \$839,200. Moved from 24/25, and increased from \$1,339,200. Moved from 26/27.																	
Airport Apron Slurry Seal	As an ongoing maintenance item, slurry seal on airport aprons.	77725200.56600	18332	N/A	1403 S State	Ongoing	Enterprise	Yes	Aiport Operations Budget.			\$ 12,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 51,000	Reviewed	X
	Add'l Comments: As an ongoing maintenance item, slurry seal on airport aprons. Added budget for future years. Removed budget for FYE 25 to align with the budgeting of Public Works.																	
Master Plan	The Master Plan would focus on updating aviation activity forecasts, runway length analysis, long-term development plans, and financial self-sufficiency/revenue generation.	77825200.52100	18420	N/A	1403 S State	New	Grant	Yes	Contingent upon FAA Grant Funding.			\$ 450,000				\$ 450,000	Budget Adopted	
	Add'l Comments: Conduct study in FY 3/24 and complete in FY 24/25. Moving from FYE 24.																	
SUB-TOTAL:										\$ -	\$ -	\$ 822,000	\$ 12,500	\$ 2,863,000	\$ 13,500	\$ 3,711,000		

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
AIRPORT

VEHICLES, MACHINERY & EQUIPMENT																		
AIRPORT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Replace 20,000 gallon fuel tank with 20,000 gallon Jet A tank	Current tank is a split fuel system, containing both Jet A fuel and Avgas. Conversion to Jet A is necessary to maximize the fuel sources for the airport, provide better service to its customers.	77925200.80100	15042	N/A	1411 S State	In Progress	Enterprise	Yes				\$ 150,000				\$ 150,000	Reviewed	
	Add'l Comments: Moved from FYE 20. Current revenues may not be adequate, external funding may be necessary. Moved from FYE 22. Moved from FYE 24.																	
SUB-TOTAL:										\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000		

Definition of terms used:

Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed" - First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



CITY MANAGER

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
CITY MANAGER'S DEPARTMENT

VEHICLES, MACHINERY & EQUIPMENT																		
CITY MANAGER DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Parking Meter Replacement	Replacing parking meters.	64012600.80230	18165	N/A	Downtown	Deferred	Enterprise	Yes				\$ 400,000				\$ 400,000	Reviewed	
	Add'l Comments: Funded by line of credit loan proceeds being secured by Finance as part of a larger capital improvement funding strategy. Moved from FYE 20 year. Installation will coincide with Streetscape Project. Funding secured through bond issuance; project put on hold due to COVID-19 and will resume when market conditions allow. Moved from FYE 21. Project put on hold due to COVID-19 and will resume when market conditions allow. Moved from FYE 22. Project moved from FYE 25 to coincide with anticipated development in the downtown.																	
SUB-TOTAL:										\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000		

Definition of terms used:	
Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed"- First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



COMMUNITY SERVICES

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
COMMUNITY SERVICES

FACILITIES/BUILDINGS/LAND																		
COMMUNITY SERVICES DEPARTMENT																		
Project Name	Project Description	Orig/Obj	Project #	Allocation to Multi-Funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Pool Pump House	The pool pump house pool is in need of replacement due to age and general deterioration of the building.	10022100.80220	18012	N/A	511 Park Blvd.	New	TBD	No	Fiscal Year Allocation TBD							\$ -	Reviewed	
	Additional Comments: Project was formerly called "Pool Block House". Looking for funding. Moved from starting FYE 21. Prioritization and funding source(s) under review. Estimated cost is \$250k. Project deferred if we pursued pool replacement as below. Consider incorporating into Municipal Pool Renlacement																	
Riverside Park	State grant to provide some grading, flood surveying, debris removal and planting.	30522250.80220	18014	N/A	1281 E. Gobbi	In Progress	Grant	Yes	Grant funded.	\$ 832,005						\$ 832,005	Reviewed	
	Additional Comments: RFP for design process is complete 12/2018; Hydrology studies and CEQA complete. Work expected to start in late spring or early summer, with expectation of project completion in FYE 22. Most recent schedule indicates bidding in the Spring of 2023. Construction anticipated to start in Summer of 2023. Project completion expected fiscal year (24/25).																	
Wagenseller Park Plan	Park master plan needed once a site is identified.	30022250.80220	18063	N/A	Orchard & Brush	New	TBD	No	Seeking grant funding.							\$ -	Reviewed	
	Additional Comments: Location and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$3-5 million.																	
Wagenseller Park Development	In 2017 the Community Development Department began work on a Wagenseller Park Feasibility Analysis. It has been determined through the analysis and other surveys a park is needed in the Wagenseller area. Extensive landscaping, equipment purchase and installation needed.	30022200.80220	18063	N/A	Orchard & Brush	New	TBD	No	Seeking grant funding.							\$ -	Reviewed	
	Additional Comments: Working with RCHDC to determine location along with seeking grant funding. Reduced the amount from \$950k, to break out the Master Plan into a separate line item. Moved from FYE 23. Funding from RCHDC now seems unlikely. Moved from FYE 24. Departm estimate/request is \$3-5M.																	
Oak Manor Playground Equipment Replacement	Replacement of this equipment is necessary, due to the age and high usage of this equipment, as well as safety concerns. Staff will be seeking grant funds to assist with the cost.	30322230.80100	18010	N/A	500 Oak Manor	New	Grant	No	Seeking grant funding							\$ -	Reviewed	X
	Additional Comments: Staff applied for Prop 68 funds for park renovations including new playground equipment. Department estimated request is 100k.																	
Softball Fields Restroom Concession Building Roof Replacement	Replace roof at softball fields.	30022210.80220	18110	N/A	901 River Street	New	TBD	No	Fiscal Year Allocation TBD							\$ -	Reviewed	
	Additional Comments: Prioritization and funding source(s) under review. Roof currently has some leakage and panels are peeling up. Staff is currently evaluating the project. Need to explore grant funding. Department estimate/request is \$50,000.																	

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
COMMUNITY SERVICES

Softball Fields Irrigation Replacement	Replace irrigation at softball fields.	30022210.80220	TBD	N/A	901 River Street	New	TBD	No	Seeking grant funding								\$	-	Reviewed	
	Additional Comments: Irrigation system is inefficient and difficult to control coverage to maintain healthy turf. Needed to remain competitive for tournaments and reduce liability. Need to explore grant funding. Department estimate/request is \$500,000.																			
Skate Park Phase 2 - Back Lot Development	Develop additional area for meeting, band stand, viewing platforms. Install lighting.	30022200.80220	TBD	N/A	1043 Low Gap	New	TBD	No	Seeking grant funding								\$	-	Reviewed	
	Additional Comments: Prioritization and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$250,000.																			
Municipal Pool Replacement	The Municipal Pool at Todd Grove park is approx. 100 years old. Maintenance costs are becoming prohibitive. The existing facility needs to be demolished and remove and a new facility needs to be designed and built. Addition of Recreation Building to the Pool Facility where the unusable kiddie pool is. This will eliminate the Splash Pad and Day Camp Office projects from this CIP list. Facility will serve Day Camp, Recreation Classes, Facility Rentals, Trainings, Meetings, Youth Sports Practices and Green Room for Concerts.	TBD	TBD	N/A	512 Park Blvd.	New	TBD	No	Fiscal Year Allocation TBD								\$	-	Reviewed	
	Additional Comments: Funding will need to come from some combination of grants, fundraising, bond measures, and/or special district. Estimated cost: \$12M. Staff is preparing a "Needs Assessment/Feasibility Study" to better prepare for funding efforts.																			
Day Camp Office and Storage Building Replacement	The Day Camp Office and Storage Buildings are premanufactured buildings that have reached their life expectancy.	TBD	TBD	N/A	512 Park Blvd.	New	TBD	No	Fiscal Year Allocation TBD								\$	-	Reviewed	
	Additional Comments: Frequency of maintenance needs and costs are increasing. Estimated cost: \$240k.																			
Oak Manor Restroom	Oak Manor Park is a popular Park with significant daily use, currently served by a "porta-potty."	TBD	TBD	N/A	501 Oak Manor	New	TBD	No	Seeking grant funding								\$	-	Reviewed	
	Additional Comments: Grant funds currently being applied for. Department estimate/request is \$130k.																			
Security Cameras at Museum	Outdoor security cameras for protection of property.	10022700.54100	18111	N/A	431 S Main	Deferred	TBD	No	Seeking grant funding.								\$	-	Reviewed	X
	Additional Comments: Moved from FY 22, 23 and 24 due to higher priorities. Department estimate/request is \$30k.																			
Conference Center Exterior Painting	Building exterior needs painting.	73022600.5630	18112	N/A	200 S. School	New	TBD	No				\$	45,000				\$	45,000	Reviewed	X
	Additional Comments: Funding not secured, planning for routine maintenance. Moved from FYE 21. Moved from FYE 23. Moved from FYE 24.																			
Conference Center Security	Security keyless door lock entry.	73022600.80100	18189	N/A	200 S. School	New	TBD	No				\$	30,000				\$	30,000	Reviewed	X
	Additional Comments: Recent theft and safety concerns. Split out the cardlock from the cameras. Moved from FYE 21 due to COVID-19. Moved from FYE 22 due to COVID-19. Moved from FYE 24.																			

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
COMMUNITY SERVICES

McGarvey Park Irrigation and Landscape	The irrigation system is more than 50 years old. It is failing and requires frequent costly maintenance. Similarly, the landscaping is old and dated and needs replacement.	TBD	TBD	N/A	310 Dora St.	New	TBD	No	Seeking Grant Funding						\$ 1,000,000		\$ 1,000,000	Reviewed
	Additional Comments: In 2023 a conceptual plan for irrigation and landscape renewal was completed by a consulting landscape design firm. The plan was presented to the Public Spaces Commission. The plan estimates the project at approximately \$1 million.																	
Historic Sunhouse Roof Replacement	The roof at the historic Sunhouse is in need of replacement. Asphalt shingles are historically appropriate and no other historic requirements are anticipated.	10022700-80220	18439	N/A	431 S Main	New	TBD	No	Seeking Grant Funding								\$ -	Reviewed
	Additional Comments: An architectural assessment done in 1991 by Long Hoeft Architects identifies that the roof was last renovated in 1984 with composition shingles. Staff to seek grant funding this year, but if unsuccessful, will likely need general fund money to assure roof is replaced before it fails. \$85k is the current estimate. Once funding is identified/secured, staff will seek a budget amendment.																	
SUB-TOTAL:										\$ -	\$ 832,005	\$ 75,000	\$ -	\$ 1,000,000	\$ -	\$ 1,907,005		

Definition of terms used:

Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed" - First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



ELECTRIC UTILITY

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
ELECTRIC UTILITY

FACILITIES/BUILDINGS/LAND

ELECTRIC UTILITY DEPARTMENT

Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Renewable Resource Development - Solar	Renewable energy development for the Utility's resource portfolio in meeting the States green energy mandates.	80126100.80220	ECC01	N/A	1350 Hasting Road	In Progress	Enterprise	Yes	Funded by Greenhouse Gas Funds	\$ 55,000	\$ 2,225,000					\$ 2,225,000	Reviewed	X
	Add'l Comments: Rebudgeted to insure replacement roofing system meets building, solar and grading requirements. Moved \$1.2 mil out of FYE 20, and moved into FYE 21. Increased FYE 22 and FYE 24 from \$50k, reduced FYE 25 from \$1 mil. Pushed to 22/23 fiscal year, and increased overall amount from \$2,750,000 due to size of Hasting solar system. Moved out from FYE 23 due to budgetary constraints, and increased by \$225k.																	
Hydroelectric Plant Warehouse, Shop and Restroom	Needed to store hydro specialized plant materials, spare parts, provides staff workspace and restroom/sink facilities.	80126100.80230	18038	N/A	1229 Lake Mend.	In Progress	Enterprise	Yes	Rate Revenue		\$ 225,000					\$ 225,000	Reviewed	
	Add'l Comments: Moved from FYE 21 due to COVID-19. Received approval from Army Corp to tie into water line. Pushed to 22/23 FY and increased funding due to inflation. Moved from FYE 23. Moved from FYE 25 and changed funding source.																	
Substation Site Development	Evaluate the need and sites available to construct a future electrical substation to serve future loads based on planning forecasts of the City's growth.	80126100.80230	18046	N/A	TBD	New	Enterprise	Yes	Rate Revenue			\$ 350,000				\$ 350,000	Reviewed	
	Add'l Comments: \$20k moved from FYE 21, and \$300k from FYE 22 due to COVID-19. Moved to 23/24 due to heavy workload. Moved from FYE 24. Moved from FYE 25, increased from \$300k, and changed funding source.																	
SUB-TOTAL:										\$ 55,000	\$ 2,225,000	\$ 225,000	\$ 350,000	\$ -	\$ -	\$ 2,800,000		

INFRASTRUCTURE

ELECTRIC UTILITY DEPARTMENT

Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Upgrade fish hatchery pumps and controls (Hydro)	Upgrade fish hatchery pumps and flow meters.	80126100.80230	18037	N/A	1229 Lake Mend. Dr	In Progress	Enterprise	Yes	Rate Revenue		\$ 450,000					\$ 450,000	Reviewed	
	Add'l Comments: Spec complete for pump replacement. Changed description to clarify scope. Moved from FYE 22, and added \$60k. Approved for bidding on 2/1/23, budget amendment approved to match engineering estimate. Increased amount from \$260k, and moved all into FYE 25. Changed from \$432k for inflation, and changed funding source.																	

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
ELECTRIC UTILITY

Automate Station Light & Power, Pump & Generator Controls (Hydro)	Replace station light & power, upgrade station service switchgear.	80126100.80230	18118	N/A	1229 Lake Mend.	In Progress	Enterprise	Yes	Rate Revenue							\$ 225,000			\$ 225,000	Reviewed	
	Add'l Comments: Moved from FYE 21, and increased from \$80k. Design to be outsourced, engineering budgeted for 21/22. Pushed to 22/23 and increased budget from \$120k due to inflation. Moved from FYE 23. Design underway. Following design, bidding and work to be completed in FYE 25. Moved from FYE 25, added \$75k for inflation, and changed funding source.																				
Fairgrounds 4160 to 12,000 volt Conversion	Replaces existing low voltage (4160V) system with 12,000 Volt primary rated cable and transformers and secondary conductor. Fairgrounds to provide USERC specified metering and underground duct. Removes existing low voltage (4160V) system.	80126100.80230	18041	N/A	Ukiah Electric Sys	In Progress	Enterprise	Yes		\$ 12,551						\$ 225,000			\$ 225,000	Reviewed	
	Add'l Comments: Rebudgeted to reflect workforce scheduling allocation due to the Oak Manor Undergrounding project. Reduced amount for FYE 20 by \$120k, and changed funding in FYE 22 & 23. Moved forward by 1 year, project completing 23/24. Pushed out one year, waiting on agreement with Fairgrounds. Budget increased due to inflation and inclusion of labor in construction costs. Moving project budget from starting in FYE 24. Moved from FYE 25 pending agreement with Fairgrounds on funding division.																				
Oak Manor Circuit Balancing	Install 3 phase into Oak Manor with special equipment to balance circuits.	8012610.8023	TBD	N/A	Ukiah Electric	New	Enterprise	Yes											\$ -	Reviewed	
	Add'l Comments: New project to balance feeder circuits. Moved from beginning in FYE 24. Removed from FYE 25 (\$30k) and FYE 26 (\$300k) .. Being pushed out beyond current 5-year CIP years.																				
Replace Accumulators at Hydro for Tainter Operation	Replace accumulators for redundancy of tainter operation.	8012610.80230	TBD	N/A	1229 Lake	New	Enterprise	Yes	Rate Revenue				\$ 100,000						\$ 100,000	Reviewed	
	Add'l Comments: Replace accumulators for redundancy of tainter valve operation. Tested redundancy and moving from FYE 24. Moved from FYE 25 for budgetary purposes.																				
Underground Capital System Improvements (<\$50,000 each)	Transformer replacement and upgrades, wood pole testing and replacement, system capacity improvements and protection, control, monitoring and communication enhancements.	80126100.80230	18043	N/A	Ukiah Electric Sys	On-going	Enterprise	Yes	Rate Revenue	\$ 1,127,141	\$ 235,000	\$ 235,000	\$ 235,000	\$ 235,000	\$ 235,000	\$ 235,000	\$ 1,175,000			Reviewed	X
	Add'l Comments: UG Capital Projects >\$10,000 Added funding for FYE 26 and 27. Reduced FYE 24 from \$235k. Added funding for FYE 28 and FYE 29, and changed funding source.																				
Overhead Capital System Improvements (<\$50,000 each)	Transformer replacement and upgrades, system capacity improvements and protection, control, monitoring and Communication enhancements.	80126100.80230	18044	N/A	Ukiah Electric Sys	On-going	Enterprise	Yes	Rate Revenue	\$ 826,041	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000			Reviewed	X
	Add'l Comments: Reduced FYE 20 by \$140k, and reduced all future years to \$250k/yr. Increased FYE 21 from \$250k. Added funding for FYE 26 and 27. Added funding for FYE 27. Reduced FYE 24 from \$250k. Added funding for FYE 28 and FYE 29, and changed funding source.																				
Governor speed control & Valve Upgrades (Hydro)	Upgrades to the governor sensing, controller and feedback transducers to improve performance and reliability. Existing governor controls frequently are out of service due to failure or adjustment.	80126100.80230	18047	N/A	1229 Lake Mend. Dr	Ongoing	Enterprise	Yes	Rate Revenue		\$ 30,000	\$ 300,000					\$ 330,000			Reviewed	
	Add'l Comments: Moved from beginning FYE 21 due to COVID-19. Project was spread between FYE 22 and FYE 23. Combined into FYE 22 and reduced by \$30k. Moved to 23/24-24/25 due to workload. Moved to FYE 25 and 26 due to workload. Revised FYE 25 from \$20k (engineering costs). Added funding source.																				
Oak Manor Dr. Overhead to Underground Conversion	Install cable and associated equipment for replacing the overhead facilities.	80126100.80230	18121	N/A	Oak Manor Dr.	Ongoing	Enterprise	Yes	Rate Revenue					\$ 800,000			\$ 800,000			Reviewed	X
	Add'l Comments: Reduced amount from \$500k, moved from FYE 21. Moved from FYE 22. Increased amount from \$200k. Funding from 2022 bonds, funding increased to include AT&T and Comcast for joint trench project, approx. 40% to be reimbursed by AT&T and Comcast. Per Council directive, undergrounding focus will be redirected to Talmage, the completion of Oak Manor is being pushed until adequate rate revenue is available.																				

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
ELECTRIC UTILITY

Hydroelectric Plant Transfer Trip Upgrade	Upgrade existing and provide redundancy for Hydro transfer trip circuit. Add'l Comments: Reduced amount for FYE 20 from \$225k, and added funds to FYE 21. Moved from FYE 21. Moved budget from FYE 22, increased overall amount from \$195k due to inflation, and added budget to subsequent years to include radio redundancy. Moved from beginning in FYE 23 in order to complete preliminary work that will be completed as part of Streetscape Phase 2 project. Revised FYE 24 from \$275k, FYE 25 from \$50k and changed funding source. Changed FYE 25 from \$275k.	80126100.80230	18125	N/A	Hydro Plant	In Progress	Yes	Rate Revenue	\$ 17,106	\$ 375,000	\$ 50,000				\$ 425,000	Reviewed
Western Hills	Electrical infrastructure for Western Hills development. Add'l Comments: Removed \$525k from FYE 23, and reduced to \$300k. Changed funding source.	80126100.8023	18350	N/A	Western Hills	Ongoing	Yes	Rate Revenue	\$ 243,549	\$ 300,000					\$ 300,000	Reviewed
Cherry Circuit (102) Extension Across 101	Extend Cherry Circuit (102) to back feed 303 Circuit to provide redundancy to southeast Ukiah. Add'l Comments:	80126100.80230	TBD	N/A	S.E. Ukiah	New	Yes				\$ 800,000				\$ 800,000	Reviewed
Fiber Optic Cable Extension	Extend fiber optic to Electric Service Center for Substation Visibility and Hydroelectric Control. Add'l Comments: Moved from FYE 25 to correspond with Cherry circuit extension and added funding source.	80126100.80230	TBD	N/A	1350 Hastings	Ongoing	Yes	Rate Revenue		\$ 20,000	\$ 500,000				\$ 520,000	Reviewed
Pole Replacement Project	Replace poles identified by the 10-year pole inspection. Add'l Comments: Increased from \$850k due to inflation. Anticipate needing to replace 100 poles. Moved from FYE 24 due to budget constraints. Added funding source.	80126100.80230	18440	N/A	Various	Ongoing	Yes	Rate Revenue	\$ 1,000,000						\$ 1,000,000	Reviewed
New Substation	Design and build new substation. Add'l Comments: Added funding source. Moved from starting FYE 26.	80126100.80230	TBD	N/A	TBD	In Progress	Yes	Rate Revenue			\$200,000	\$2,500,000	\$12,500,000		\$ 15,200,000	Reviewed
Talmage Underground	Underground all overhead power & communications between State & Airport Park Boulevard. Add'l Comments: \$30k for design, \$2.5M for construction. Moved to FYE 28 and FYE 29 due to funding.	80126100.8023	18422	N/A	Talmage Road	Ongoing	Yes					\$ 30,000	\$ 2,500,000		\$ 2,530,000	Reviewed
SUB-TOTAL:									\$ 2,226,388	\$ 2,640,000	\$ 955,000	\$ 3,010,000	\$ 3,240,000	\$ 15,485,000	\$ 25,330,000	

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
ELECTRIC UTILITY

VEHICLES, MACHINERY & EQUIPMENT																		
ELECTRIC UTILITY DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Electric Meter Replacements	Electric Meter Replacement and cloud based data management system improving customer access to outage information, usage data and provide customer selectable notifications.	80126100.80100	15080	N/A	Ukiah Electric System	In Progress	Enterprise	Yes	Seeking grant funding.	\$ 22,203	\$ 150,000	\$ 2,000,000	\$ 2,500,000			\$ 4,650,000	Reviewed	
	Add'l Comments: Currently in the planning stage. Moved from starting FYE 21. Eliminated \$500k from FYE 22, and \$2M from FYE 23. Added amounts to FYE 24 and 25. Looking for grant funds to assist with completing this project. Moved from starting FYE 24. Added funding to FYE 27. Many electric meters are at end of life and need replacement with an upgraded AMI. Increased FYE 27 from \$2M.																	
Utility/Inspector Truck	Replaces 2003 F250 with EV Truck.	80126100.8010	TBD	N/A	N/A	Ongoing	Enterprise	Yes				\$ 90,000				\$ 90,000	Reviewed	
	Add'l Comments: EV options will hit market in FYE 21/22; Planned for FYE 22/23 to ensure quality of vehicle outside of 1st Generation models. Moved from FYE 23. Moved from FYE 24. Moved from FYE 25.																	
Trouble Truck	Replaces V2233 Ford F-550 AT40-G Articulating Telescopic Aerial Lift Super cab.	80126100.80100	V2224	N/A	N/A	In Progress	Enterprise	Yes	Rate Revenue		\$ 300,000					\$ 300,000	Reviewed	
	Add'l Comments: Moved budget forward from FYE 24 due to 2+ year lead-time, and order has been placed. Planning for outfitting in FYE 24. Increased amount from \$30k. Moved to FYE 25. Truck was ordered in 2021 with Council approval due to long lead time. Expected delivery Q1 2025. Added funding source.																	
Technical Services Vehicle	Replaces 2007 Ford E150 Van.	80126100.8010	TBD	N/A	N/A	Ongoing	Enterprise	Yes				\$ 90,000				\$ 90,000	Reviewed	
	Add'l Comments: Replace with an electric vehicle. Moved from FYE 23, and increased from \$60k. Moved from FYE 25.																	
EV Chargers	Matching funds for EV charging grant for a Hub location, 4 DC fast chargers and 2-dualport Level 2 Chargers	80126100.8010	18423	N/A	N/A	In Progress	Enterprise	Yes		\$ 750,000						\$ 750,000	Reviewed	
	Add'l Comments: Project ongoing with Chargepoint partnership. Moved from FYE 24.																	
Serveron Gas Analyzer for Transformer 2	This system is used to determine levels of gas dissolved in the oil and needs to be replaced.	80126100.80100	18441	N/A	N/A	New	Enterprise	Yes		\$ 40,000						\$ 40,000	Not Reviewed	
	Add'l Comments:																	
SUB-TOTAL:										\$ 22,203	\$ 1,240,000	\$ 2,180,000	\$ 2,500,000	\$ -	\$ -	\$ 5,920,000		

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
ELECTRIC UTILITY

Definition of terms used:	
Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
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Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed"- First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



FINANCE/I.T.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
FINANCE/IT

INFORMATION TECHNOLOGY																		
FINANCE DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Wireless Mesh	This will provide a broadband wireless communication network for our Police Department across the Ukiah Valley, as well as provide Wi-fi access for other departments and divisions. Site surveys will be required to establish back-haul points which will accommodate multi-point wireless antennas. A pilot site will begin Phase I, to establish the first back-haul point for testing purposes. Phase II will establish the installation of additional multi-point wireless antennas, followed by the Wi-Fi implementation that will supplement other City department projects.	20913900.54330	18329	N/A	300 Seminary Ave.	New	TBD	No	Seeking grant funding. Fiscal Year Allocation TBD.								Reviewed	
	Additional Comments: Prioritization and funding source(s) under review. Need to explore grant funding. Department estimate/request is not known at this time. Phase I will be started on FY 23/24 and Phase II will be started on FY 24/25 as funding is acquired.																	
Camera System	This will provide camera surveillance for Police Department dispatch monitoring of designated City locations. This will allow coverage in areas that are currently inaccessible. Staff is looking at a Cloud-based solution as there is more functionality and will also provide business continuity points.	20913900.80100	18443	N/A	Multiple	New		No				\$ 120,000				\$ 120,000	Reviewed	
	Additional Comments: Deferred from FYE 24.																	
SUB-TOTAL:										\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ 120,000		
VEHICLES, MACHINERY & EQUIPMENT																		
FINANCE DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Truck - Utility Service Attendant	Current vehicle approaching the end of it's useful life.	20513300.80100	TBD	N/A	300 Seminary	New	TBD	No				\$ 50,000				\$ 50,000	Reviewed	X
	Additional Comments: Moved from FYE 23 to allow for more EV options; Electric vehicle. Move from FYE 24. Increased amount from \$35k. Moved from FYE 25 to 26.																	
Vehicle for Information Technology	Vehicle needed for Information Technology staff. Will explore EV options.	20913900.80100	TBD	N/A	300 Seminary	Deferred	TBD	No	Reserves and Cost Allocation			\$ 60,000				\$ 60,000	Reviewed	X
	Additional Comments: Will be financing. Moved from FYE 24, and increased from \$35k. Moving from FYE 25 to 26.																	

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
FINANCE/IT

Telephone System Replacement	Staff will be looking to a cloud-based telephone system that will provide features and diversity of operation, including "soft phones" that can be mobile to any location desired, not withstanding on-premise, home, conferences, etc. All features move with the phone and provide complete mobility with full functionality. The beginning of the project would address external City of Ukiah sites first, and then move to the Civic Center, Annex, and finally to the Police Department. This multi-phase project would span over one site at a time, until all sites are completed. Our current Mitel phone system is antiquated and at end of life.	20913900.80100	TBD	N/A	300 Seminary Ave.	New	TBD	No			\$	100,000					\$	100,000	Reviewed	X					
	Additional Comments: \$50k for phone replacements. Note: 75k per year in cloud-based service charges (\$25 per phone per month @ 250 phones). Increased from \$50k. Currently working on a scope of work to send out a Request for Bid. Cost is currently anticipated at around \$100k based on current information.																								
In-Rack Cooler Replacement	Our current in-rack cooling system provides cooling for all of our network infrastructure, which includes servers, routers, switches and batter-backup banks within the racks. The cooler is approximately 15 years old, and is the oldest in the state of California, end of life, and at risk of failure. Replacement is critical, as turnaround time would be questionable in te event of a failure.	20913900.80100	18424	N/A	300 Seminary Ave.	New	TBD	No	Reserves and Cost Allocation		\$	85,000					\$	85,000	Reviewed	X					
	Additional Comments: Waiting on a Request for Bid for final value. Moved from FYE 25, and increased from \$18,900. Increased again from \$35k.																								
SUB-TOTAL:										\$	-	\$	185,000	\$	110,000	\$	-	\$	-	\$	-	\$	295,000		

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Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed"- First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agenda meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agenda item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



FIRE AUTHORITY

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
UKIAH VALLEY FIRE AUTHORITY

FACILITIES/BUILDINGS/LAND																		
FIRE AUTHORITY																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Training Tower Site Work and Installation	The Fire Training Tower was purchased in FYE 2023 for \$468k of which \$445k was reimbursed by PG&E Settlement funds through the County of Mendocino. An initial location for the tower was identified behind the Civic Center, however it was later determined not to be a good location due the adjacent neighborhoods. Staff is still working to determine a suitable location.	91721400.80220	18337	N/A	TBD	In Progress	Multiple	Yes	Fire District Measure B Funds	\$ 468,773	\$ 95,000					\$ 95,000	Reviewed	X
	Additional Comments:																	
South Station Replacement	The South Station (Station-681) has surpassed its useful life span as the facility infrastructure no longer meets the needs of the UVFA as current staffing levels have outgrown the existing living space. Station-681, initially a California Highway Patrol station, was converted into a fire station and designed to house one full-time staff member; UVFA currently staffs the station with three full-time team members per day (24-hours). Additionally, as UVFA grows, it is anticipated that a full-time ambulance with another two full-time team members will be there per day in the foreseeable future. Station-681's current footprint would not be equitable or appropriate for use or a remodel due to size. Complete replacement of the station is necessary, also a consideration for station location, selecting a strategic location to give the most optimal service to the Ukiah Valley.	91521400.80220	18334	N/A	1500 S State/141 Lovers Ln.	New	TBD	No	Seeking grant funding.							\$ -	Reviewed	
	Additional Comments: Prioritization and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$10 million.																	
North Station Replacement	The North Station (Station-683) has surpassed its useful life span as the facility infrastructure no longer meets the needs of the UVFA as current staffing levels have outgrown the existing living space and equipment storage. Station-683 was purchased as a temporary solution to have equipment and personnel stationed in the north end of Ukiah Valley for strategic planning and deployment of services. UVFA currently staffs the station with three full-time team members per day (24-hours). As with all other UVFA stations, it is anticipated that a full-time ambulance with another two full-time team members will be there per day in the foreseeable future. Station-683's current footprint would not be equitable or appropriate for use or a remodel due to size. Complete replacement of the station is necessary, also a consideration for station location, selecting a strategic location to give the most optimal service to the Ukiah Valley.	91521400.80220	18334	N/A	1500 S State/141 Lovers Ln.	New	TBD	No	Seeking grant funding.							\$ -	Reviewed	
	Additional Comments: Prioritization and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$10 million.																	

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
UKIAH VALLEY FIRE AUTHORITY

Central Station Retrofit	The Central Fire Station (Station-682) is in need of upgrades and retrofit. Station-682, until recently, was used as equipment storage and base of operations for volunteers, along with housing the On-Duty Duty Officer. It currently is staff with the Duty Officer and one full-time ambulance staffed by two team members per day (24-hours). Retrofits and upgrades are needed for bedrooms, bathrooms, office space, kitchen, living space, apparatus bay, the exterior (including roof repairs), heating and cooling systems, and installing security measures to protect the facility and fire equipment. These upgrades/retrofits will maintain the building's footprint utilizing a change in layout to accommodate the Department's current and future needs as it is anticipated that additional staffing (fire/EMS) will be added in the foreseeable future.	10021210.80220	18336	N/A	1500 S State/141 Lovers Ln.	New	TBD	No	Seeking grant funding.								\$	-	Reviewed
	Additional Comments: Prioritization and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$850,000.																		
Training Room - Central Station	The Training Room and the Central Fire Station (Station-682) require upgrades and retrofiting. The central training room is currently the primary training classroom; it also serves as the Emergency Center of Operations (EOC) in a catastrophic event for the city or surrounding area. As technology has rapidly changed, the room needs to be upgraded to match the changes to give our team members the tools needed to complete our mission. Additionally, UVFA identified an issue with the availability or lack of training relying on outside resources. After identifying the problem, strategic planning was put into place to bring our team members the necessary and required training in-house, thus requiring upgrades. Upgrades include tables, chairs, audio, video, internet accessibility, phone systems (including 911 operability), internal & external communication capabilities, whiteboards, planning boards, etc.	10021210.80220	18338	N/A	1500 S State/141 Lovers Ln.	New	TBD	No	Seeking grant funding.								\$	-	Reviewed
	Additional Comments: Prioritization and funding source(s) under review; Need to explore grant funding. Department estimate/request is \$50,000.																		
SUB-TOTAL:										\$ 468,773	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000		

VEHICLES, MACHINERY & EQUIPMENT

FIRE AUTHORITY																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-Funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Command/ Chief Vehicle	This new Command/Chief vehicle would serve as a Division Chief's vehicle. It will replace C-6805, a 2006 Chevy 2500 HD, with current mileage of 106,495. The vehicle transmission is currently failing, leaving the vehicle unfit, unreliable, and leaving team members in a possibly unsafe or life-threatening environment during fire suppression activities. However, the vehicle can be repurposed as a non-suppression utility vehicle for the department. Additional Comments: Moved from FYE 21 due to COVID-19. Increased the amount from \$50k to include vehicle outfitting. Moved from FYE 21. Vehicle is on order, with delayed delivery. Rebudgeting remaining amount for outfitting into next fiscal year. Reduced amount in FYE 22 from \$75k and placed remaining amount in FYE 23. Delivery has been delayed. Moved budget for outfitting from FYE 23, and increased from \$22k. This procurement continues seeing delays with continuing supply chain issues, as well as supplier issues. Order still pending. This remaining funding for outfitting is moving from FYE 24.	10021210.80100	V3165	N/A	1500 S State St.	In Progress	District	Yes	UVFD Mitigation Fees Contribution	\$ 53,021	\$ 25,000					\$ 25,000	Reviewed	X

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
UKIAH VALLEY FIRE AUTHORITY

Type VI Brush Squad	The crucial component utilized by the Fire Service allows team members to respond to any emergency ranging from fire, medical, rescue, hazmat, vehicle fire/crashes, etc. Fire engines and trucks are broken down into various classes (Type-I, Type-II, Type-III, etc.) based on the capabilities or specialized equipment of the apparatus. The most notable benchmark is response volume which indicates usage hours. Other aspects include accepted future use, mileage, past apparatus required maintenance, and downtime (out of service due to repairs); it is recommended that front-line vehicles be placed in reserve status at 6k hrs. or 7 to 10 yrs. of front-line service. Additionally, it is recommended that all reserve apparatus be retired after 12k hrs. of service or 15 to 20 yrs. of service. BR-6861 (Type-VI): This new purchase will be recommended in 2023, switching from our current Type-II apparatus to a more versatile and maneuverable Type-VI for our front-line team members and stations. E-6861 (Type-II): recommended to be repurposed as a reserve with the purchase of B-6861 in 2023; current E-6861 will replace E-6872. E-6872 (Type-III): will be replaced as the current front-line apparatuses (Type-II) are moved to surplus.	TBD	TBD	N/A	1500 S. State St.	New	TBD	No					\$ 547,000	\$ 547,000	Reviewed	
	Additional Comments: Following UVFA Current Fleet Replacement Plan.															
Rescue Boat (Specialized Vehicle)	The Boat is used for water operations and rescue. The recommended replacement is front-line for 7 to 10 years and retired after 15 to 20 years of service. Based on the degrading of the marine material over time and hard use. B68-1: recommended replacement in 2023; the current B68-1 will be placed in reserve status as B68-2. B68-2: will be replaced as current front-line vehicles are moved to reserve status and be listed as surplus.	1002121080100	TBD	N/A	1500 S. State St.	New	General	No				\$ 32,000		\$ 32,000	Reviewed	X
	Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 25.															
Quint Aerial Apparatus	The crucial component utilized by the Fire Service allows team members to respond to any emergency ranging from fire, medical, rescue, hazmat, vehicle fire/crashes, etc. Fire engines and trucks are broken down into various classifications (Type-I, Type-II, Type-III, etc.) based on the capabilities or specialized equipment of the apparatus. The most notable benchmark is response volume which indicates usage hours. Other aspects include accepted future use, mileage, past apparatus required maintenance, and downtime (out of service due to repairs); it is recommended that front-line vehicles be placed in reserve status at 6,000 hours or 7 to 10 years of front-line service. Additionally, it is recommended that all reserve apparatus be retired after 12,000 hours of service or 15 to 20 of service. T-6852 recommended replacement in 2024; the current T-6852 will be moved to surplus.	TBD	TBD	N/A	1500 S. State St.	Deferred	TBD	No				\$ 1,800,000		\$ 1,800,000	Reviewed	X
	Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 25.															

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
UKIAH VALLEY FIRE AUTHORITY

Fire Engine Apparatus	The crucial component utilized by the Fire Service allows team members to respond to any emergency ranging from fire, medical, rescue, hazmat, vehicle fire/crashes, etc. Fire engines and trucks are broken down into various classifications (Type-I, Type-II, Type-III, etc.) based on the capabilities or specialized equipment of the apparatus. The most notable benchmark is response volume which indicates usage hours. Other aspects include accepted future use, mileage, past apparatus required maintenance, and downtime (out of service due to repairs); it is recommended that front-line vehicles be placed in reserve status at 6,000 hours or 7 to 10 years of front-line service. Additionally, it is recommended that all reserve apparatus be retired after 12,000 hours of service or 15 to 20 of service. Due to the current use (Hours), E-6881 and E-6883 will be well over 6,000 before the seven-year mark as, on average, each apparatus puts approx. 1,500 hours of usage per year. E-6881 has the higher use of the two, which puts it first for replacement. E-6881 (Type-I): It is recommended for replacement in 2025; the current E-6881 will be repurposed as a reserve and replace E-6882. Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 26.	TBD	TBD	TBD	N/A	1500 S State St.	Deferred	TBD	No						\$ 935,000		\$ 935,000	Reviewed	X
Fire Engine Apparatus	The crucial component utilized by the Fire Service allows team members to respond to any emergency ranging from fire, medical, rescue, hazmat, vehicle fire/crashes, etc. Fire engines and trucks are broken down into various classifications (Type-I, Type-II, Type-III, etc.) based on the capabilities or specialized equipment of the apparatus. The most notable benchmark is response volume which indicates usage hours. Other aspects include accepted future use, mileage, past apparatus required maintenance, and downtime (out of service due to repairs); it is recommended that front-line vehicles be placed in reserve status at 6,000 hours or 7 to 10 years of front-line service. Additionally, it is recommended that all reserve apparatus be retired after 12,000 hours of service or 15 to 20 of service. Due to the current use (Hours), E-6881 and E-6883 will be well over 6,000 before the seven-year mark as, on average, each apparatus puts approx. 1,500 hours of usage per year. E-6883 has the second highest use of the two, which puts it second for replacement. E-6883 (Type-I): recommended replacement in 2026; between former E-6881 and E-6883, one will be used as a reserve as (E-6882) while the other will be surplus. Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 27.	TBD	TBD	TBD	N/A	1500 S State St.	Deferred	TBD	No						\$ 956,000		\$ 956,000	Reviewed	X
Tech Rescue Tow/Haul (Specialized Vehicle)	Specialized vehicles are generally designed for a specific purpose (Support/Air Unit, USAR, Boat) utilized by the UVFA. These units play a critical role in the success of the UVFA's mission. The USAR (Urban Search & Rescue) is designed for natural disasters, confined space rescue, and collapse rescue. Support/Air and USAR were based on usage of the vehicle; it is recommended for replacement at 12,000 or 15 to 20 years of service. A significant change, USAR-68 is currently a pull-behind trailer without a dedicated vehicle for towing; this will be a utility truck with a crane to haul the specialty trailers (USAR/Swiftwater rescue trailers). It will allow for a rapid response in a time sensitive environment, with the small crane attached making the vehicle more versatile and adaptable for any situation that team members encounter. USAR-68: recommended replacement in 2027; the current USAR-68 trailer will be placed as surplus or utilized by another City Department. Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 28.	TBD	TBD	TBD	N/A	1500 S State St.	Deferred	TBD	No						\$ 260,000		\$ 260,000	Reviewed	X

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
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Swiftwater Rescue Equipment Trailer	This trailer will be dedicated to swift water rescue equipment including a boat. This trailer gives team members the ability to maintain and rapidly respond to any water rescue incident. All water rescue equipment will be stored within the trailer, including the inflatable boat. The trailer allows the ability to maintain all equipment in a controlled environment. Additional Comments: Following UVFA Current Fleet Replacement Plan. Moved from FYE 28.	TBD	TBD	N/A	1500 S State St.	Deferred	TBD	No							\$ 35,000	\$ 35,000	Reviewed	X
Ambulance (4 each)	Four (4) Type II demo/stock ambulances. Additional Comments: These units are required to service the Interfacility Transfer contract with Adventist Health.	71021110.80100	TBD	N/A	1500 S State St.	New	Adventist Agrmt	Yes			\$ 444,111					\$ 444,111	Not Reviewed	
Power-Load Gurney (4 each)	Four (4) each PowerPro XT gurneys and Power Load Systems. These units are identical units to those on the Fire Authority's 911 ambulances and are designed to minimize risks to patients and team members from manual lifting. Additional Comments: These units are required to service the Interfacility Transfer contract with Adventist Health.	71021110.80100	TBD	N/A	1500 S State St.	New	Adventist Agrmt	Yes			\$ 230,890					\$ 230,890	Not Reviewed	
LifePak 15 (4 each)	Four (4) LifePak 15 units, identical configuration to the Fire Authority's 911 ambulances. Additional Comments: These units are required to service the Interfacility Transfer contract with Adventist Health.	71021110.80100	TBD	N/A	1500 S State St.	New	Adventist Agrmt	Yes			\$ 199,865					\$ 199,865	Not Reviewed	
SUB-TOTAL:										\$ 53,021	\$ 899,866	\$ 1,832,000	\$ 935,000	\$ 1,503,000	\$ 295,000	\$ 5,464,866		

Definition of terms used:																		
Project Name	The name of the project.																	
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project																	
Org/Object	The proposed account code where the expense will be accounted for.																	
Project Number	The number assigned to track all expenses related to the project.																	
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.																	
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".																	
Funding Source	The Fund the actual expense will come out of.																	
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable																	
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.																	
Costs to date	Costs spent on the project.																	
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.																	
Totals	The sum of the five year estimate for each project.																	
Comments	Additional information as needed.																	
City Council Status	"Not Reviewed"- First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.																	
Shovel Ready	Project is ready to be sent out to bid.																	

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POLICE

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
POLICE

INFORMATION TECHNOLOGY																		
POLICE DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Police Department Computer Aided Dispatch & Mobile Digital Terminal Software	The Ukiah Police Department has been using the same Computer Aided Dispatch (CAD) platform since 1998. The provider of this CAD system changed ownership multiple times, since our initial purchase. Currently there are only 6 agencies in the state using this system and it does not have standard functionality such as mapping. It is likely that this CAD system will be discontinued in the future. Fortunately, the current owner of this old system is our Records Management System provider and offers a modernization upgrade. This would allow for the seamless flow of information from our CAD system, Records Management System and our MDT's. This modernization software would also provide a mapping component to our CAD and MDT software which is an industry standard now.	20620231.54330/ 54320	18445	N/A	300 Seminary Ave.	Deferred	TBD	No	Exploring financing options.	\$ 353,562	\$ 27,999	\$ 28,559	\$ 29,130			\$ 439,250	Reviewed	X
	Additional Comments: Cost of project per Fiscal year may vary depending on start date, but total cost is identified. Moved from starting in FYE 24, and increased total project amount from \$491,593. Staff is still looking for grant funding. Additionally, current staff resources are unable to support a project of this size. Staff has been unable to secure grant funding. There are currently 5 agencies in California using the outdated system, 3 of which are currently switching from it.																	
SUB-TOTAL:										\$ -	\$ 353,562	\$ 27,999	\$ 28,559	\$ 29,130	\$ -	\$ 439,250		

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
POLICE

VEHICLES, MACHINERY & EQUIPMENT																		
POLICE DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Annual Police Car Replacement	Annually the Police Department schedules the replacement of two patrol cars. Typically, a patrol car lasts about 3 years before it reaches the end of it's service life. It takes the department about a year to order, receive and outfit a car for patrol use. By scheduling regular replacement of cars, the department ensures we have enough cars available for use.	10020210.80100	V4215 & V4218	N/A	300 Seminary Ave.	Ongoing	General	Yes	May explore financing options.	\$ 38,416	\$ 175,000	\$ 175,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 890,000	Reviewed	X
	Additional Comments: The Department has maintained a vehicle replacement plan of two vehicles per year, which was previously reduced due to COVID-19. The budget has been increased from \$100k yearly, as current vehicle replacement actual cost exceeds prior budgeted amounts. This is also a consideration of inflation. Revised PC's. Increased amount in FYE 23 from \$150k to reflect cost increase for two hybrid vehicles currently on order. Increased future years from \$150k as well in consideration of inflation. Increased yearly budget from \$175k starting in FYE 25. Have purchased 1 Honda Accord Sedan Hybrid that was available locally. Purchase of more hybrid police vehicles challenging due to current Ford production delays.																	
Replace Tasers	The Ukiah Police Department has deployed Tasers since 2018, utilizing a 5-year purchasing program to maintain current equipment and which provides support for hardware, supplies, and technology through the term of the agreement. The current agreement with Axon expires in 2022.	10020210.54100	18345	N/A	300 Seminary Ave.	Ongoing	General	Yes		\$ 53,334	\$ 26,974	\$ 26,974	\$ 26,974			\$ 80,922	Reviewed	X
	Additional Comments: As explained in our prior CIP plan, the department has maintained a purchasing plan to support our tasers, which is expiring this year. Unless renewed, equipment will not be repairable or supported. Yearly pricing has increased from \$15k. Unencumbered contract was awarded FYE 23. Reduced amount in FYE 23/24/25/26/27 from \$32k to reflect five-year contract commitment that will have to be rebudgeted for the life of the contract.																	
Replace Body Cameras	The Ukiah Police Department has deployed body-cameras to memorialize officer contacts, criminal conduct, and investigative activities for more than 10 years. These video and audio recordings are used as evidence in criminal and civil cases, as well as for internal quality assurance. The current purchasing program expires in 2023, and provides for evidence storage, current and reliable equipment, and support for hardware and software for the term of the agreement.	10020210.54100	18346	N/A	300 Seminary Ave.	Ongoing	General	Yes	-	\$ 95,297	\$ 47,954	\$ 47,954	\$ 47,954			\$ 143,862	Reviewed	X
	Additional Comments: As explained in our prior CIP plan, the department has maintained a purchasing plan to support our body worn cameras, which is expiring in May of 2023. Unless renewed, equipment will not be repairable or supported, essentially making them inoperable. Due to the fact that our tasers are also due for renewal, the department is exploring a bundling option as a cost saving measure. Overall cost has increased from \$79k. Unencumbered contract was awarded FYE 23. Reduced amount in FYE 23/24/25/26/27 from \$52k to reflect five-year contract commitment that will have to be rebudgeted for the life of the contract.																	

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
POLICE

Flock Cameras	The Ukiah Police Department would like to purchase and implement an additional 17 Flock cameras in or around the Ukiah City Limits to help with solving felony crimes occurring in our community.	10020210.54100	TBD	N/A	300 Seminary Ave.	New	General	No	Continue to seek grant funding.			\$ 61,450	\$ 53,000	\$ 53,000	\$ 53,000	\$ 220,450	Reviewed	X
	Additional Comments: Flock cameras have been proven to assist officers in locating stolen vehicles, wanted persons and helped in solve crimes around the City of Ukiah. Currently we have some areas of the City of Ukiah that are not covered by Flock Cameras. Unsuccessful with finding grant funding so far. Updated estimate of cameras is 17, 4 of which are portable. Increased funding from \$41k, and moved from FYE 24. Deferred to FYE 26.																	
LPR Fleet Cameras	The Ukiah Police Department would like to update it's Fleet Cameras inside the police patrol vehicles. Currently the 9 UPD patrol vehicles are outfitted with Fleet 2 Axon cameras. These cameras are becoming outdated and will need an upgrade in the next few years. Updating our Fleet 2 cameras to Fleet 3 cameras would give the police department a wider view and the Fleet 3 cameras are also License Plate Reader compatible.	10020210.54100	TBD	N/A	300 Seminary Ave.	New	General	Yes			\$ 31,981	\$ 32,191	\$ 32,191	\$ 32,191	\$ 32,191	\$ 160,745	Reviewed	X
	Additional Comments: For an additional fee the LPR can be turned on to assist officers in locating stolen vehicles or felony wanted vehicles. The proposed Axon quote for Fleet 3 cameras would provide new cameras for 12 patrol vehicles, include all hardware, software, and warranty Pricing has been adjusted from total \$122,193 based on an updated quote.																	
SUB-TOTAL:										\$ 187,047	\$ 281,909	\$ 343,569	\$ 340,119	\$ 265,191	\$ 265,191	\$ 1,495,979		

Definition of terms used:

Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed" - First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agenda meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agenda item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



PUBLIC WORKS

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
PUBLIC WORKS

FACILITIES/BUILDINGS/LAND																		
PUBLIC WORKS DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Corporation Yard Renovation Project	Complete renovation of existing Corporation Yard, teardown of all accessory buildings and build new structures for Streets, Water & Sewer staff and whatever else is deemed necessary from study.	20824300.80220	18190	N/A	1320 Airport Rd.	In Progress	Series 2022 Lease Rev	Yes	New Revenues	\$ 27,725		\$ 12,281,427				\$ 12,281,427	Reviewed	
	Add'l Comments: Needs Assessment for Corp Yard Facility Moved from FYE 21 due to COVID-19. Moved from FYE 23. Estimated cost in 21/22 is for plans and specs/study work. Design contract has been awarded for \$1.2M. Moved from FYE 23. Reduced funding by amount of design contract. Staff exploring opportunity of new corp yard facility off Airport property.																	
Civic Center Front of Building Replacement of Tile, Clean and Paint	Tile missing and/or broken, front of building needs cleaning and painting.	20824700.80220	18106	N/A	300 Seminary Ave.	Deferred	Building Fund	Yes	Utilizing Building Fund Reserves	\$ 80,000						\$ 80,000	Reviewed	X
	Add'l Comments: The Civic Center Buildings have been power washed/cleaned. Project deferred. Moved \$45k from FYE 20, and moved \$35k from FYE 21 due to COVID-19. Combined budget for FYE 22 and FYE 23 into one budget for FYE 22. Moved from FYE 22. Moved from FYE 23. Staff exploring options for repair or replacement. CM hold. Moved from FYE 24.																	
Civic Center Bathroom Tile	The tiles in the bathrooms at the Civic Center have come loose and are creating a tripping hazard. Tile needs to be removed and replaced. Cement floor needs to be treated to exclude calcium intrusion.	20824700.80220	18107	N/A	300 Seminary Ave.	Deferred	Building Fund	Yes	Utilizing Building Fund Reserves	\$ 35,000						\$ 35,000	Reviewed	X
	Add'l Comments: Moved to FYE 22 due to COVID-19. Moved from FYE 22. Moved from FYE 23. Nearly all items on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address. CM hold. Moved from FYE 24.																	
Civic Center Roof Replacement	Roof and skylights are showing signs of failure. Failed over dispatch and a temporary tarp roof was implemented.	20824700.80220	18319	N/A	300 Seminary Ave.	Deferred	Internal Allocations	Yes	Indirect Cost Allocation	\$ 37,484			\$ 400,000			\$ 400,000	Reviewed	X
	Add'l Comments: Department estimates roof replacement/repair cost at \$400,000; The intent here is to set aside \$100k every year through the cost allocation for the ultimate roof replacement in final year of set aside, thus not reflecting an actual budgeted amount in each set-aside year. Staff asked for an amendment in Dec. '22 to amend FYE 23 budget by \$40k to take care of area above Police dispatch, which has been completed. Adding and additional \$100k set aside, for a total of five years. Currently on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address.																	
Civic Center Police Parking Cover Insulation Replacement	The insulation in the exterior parking cover has failed that cover the public safety vehicles. To protect police vehicles and improve aesthetics.	20824700.56300	18320	N/A	300 Seminary	Deferred	Internal	Yes	Utilizing Building Fund Reserves and Indirect Cost Allocation	\$ 35,000						\$ 35,000	Reviewed	X
	Add'l Comments: Moving from FYE 23. Nearly all items on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address. CM hold. Moved from FYE 24.																	
Civic Center HVAC Replacement	HVAC units are aging and failures are imminent.	20824700.5630	18419	N/A	300 Seminary	Deferred	Internal	Yes	Utilizing Building Fund Reserves and Indirect Cost Allocation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000			\$ 250,000	Reviewed	X
	Add'l Comments: Replace two units per year. Nearly all items on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address. CM hold. Moved from FYE 24.																	

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FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
PUBLIC WORKS

Security Fencing at Ukiah Police Department Parking/Entrance/Exit Areas	Currently the Ukiah Police Department parks their vehicles, enters and exits the station on the south side of the Civic Center. This area is unsecured and a high security risk to those entering and exiting the building & vehicles. Securing the area with fencing and gates that only UPD and Staff have access to will provide the necessary safety needed for the UPD. Fencing and a gate would be installed near the entrance at Oak Street, follow the driveway to the Civic Center building. An additional gate would be installed near the Fire bay doors closer to Dora Street and run down the driveway back toward Oak Street.	20824700.80220	18187	N/A	300 Seminary Ave.	Deferred	New Revenues	No	Fiscal Year Allocation TBD								\$	-	Reviewed						
	Add'l Comments: Prioritization and funding source(s) under review; Department estimate/request is \$200,000; Project is contingent on the identification of a non General Fund source. Moved from FYE 21 due to COVID-19. Moved from FYE 22 due to COVID-19 and funding restriction. Nearly all items on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address.																								
Carpet Replacement - Police Department Offices	The carpet in the Police Department offices is extremely worn with spots that can no longer be removed, along with some areas that are torn.	20824700.80220	18176	N/A	300 Seminary Ave.	Deferred	Bond Funding	Yes	Funded by Series 2020A Bond		\$	51,000					\$	51,000	Reviewed	X					
	Add'l Comments: Moved from FYE 21 due to COVID-19. Part of larger Civic Center service relocation and reconfiguration project. Moved from FYE 22. Moved from FYE 23. Nearly all items on pause waiting for the BoFA building and planning of moving departments around. Unsure of what needs the Civic Center will need to address. Moving from FYE 24.																								
Server Room Fire Suppression System Replacement	Replace failed and obsolete halon fire suppression system in the server rooms at the Civic Center.	20824700.80220	18416	N/A	300 Seminary Ave.	In Progress	Internal Allocations	Yes	Indirect Cost Allocation	\$	9,177	\$	50,800				\$	50,800	Reviewed	X					
	Add'l Comments: Existing halon system is not functioning and obsolete, making the system irreparable. CM hold. FireTrace to be installed this fiscal year, and rebudget the balance of project for next.																								
Bank of America Building Acquisition, Renovation, and Services Relocation	Procurement of BoFA building on S. State, rehabilitation, service relocation, and reconfiguration of Civic Center.	20824700.80220	18176	N/A	501 S. State	In Progress	Bond Funding	Yes	Purchase Completed FY 2021; Rehabilitation Costs TBD, Funded by Series 2020A Bond	\$	762,562	\$	1,326,679				\$	1,326,679	Reviewed	X					
	Add'l Comments: Council has approved acquisition of building and is aware of estimated rehab costs. Council still needs to review master plan, including transfer of services and reconfiguration of Civic Center admin. Moved from FYE 22. Revised amount from \$1,623,233 due to current available bond funds.																								
Roll-up Bay Door - Central Fire Station	Doors need replacing.	20824700.56300	18417	N/A	300 Seminary	New	Internal	Yes	Utilizing Building Fund Reserves and Indirect Cost Allocation		\$	50,000	\$	50,000			\$	100,000	Reviewed	X					
	Add'l Comments: Doors need replacing. CM hold. Moving from FYE 24.																								
CardLock Phase II	Install Police Department entrances and exits with key fobs and access cards.	20824700.80220	15019	N/A	300 Seminary	New	Internal	Yes	Indirect Cost Allocation			\$	85,000				\$	85,000	Reviewed	X					
	Add'l Comments: This is already being utilized at the Civic Center and Annex, providing a high level of security. Moved from FYE 25.																								
SUB-TOTAL:										\$	836,948	\$	1,678,479	\$	12,466,427	\$	450,000	\$	50,000	\$	-	\$	14,694,906		

*Refer to last page of this document for definition of terms used.

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
PUBLIC WORKS

INFRASTRUCTURE																			
PUBLIC WORKS DEPARTMENT																			
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready	
Landfill Closure	This project will permanently close the Landfill Disposal site per Federal Mandates.	70224500.80230	18025	N/A	3100 Vichy Springs	In Progress	Current Revenues	Yes			\$ 10,343,287					\$ 10,343,287	Reviewed	X	
	Add'l Comments: Project specifics will require additional Council review. Moved from FYE 20 to FYE 21. EIR Litigation in progress. Construction projected for FYE 22 so moved from FYE 21. Moved from FYE 22 - ongoing litigation. Moved from FYE 23. Litigation has been slow, likely no movement until next year or later. Moved from FYE 24. Possibly winter of FYE 25.																		
SUB-TOTAL:											\$ -	\$ 10,343,287	\$ -	\$ -	\$ -	\$ -	\$ 10,343,287		
STREETS & RIGHTS-OF-WAY																			
PUBLIC WORKS DEPARTMENT																			
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready	
East Clay Street Improvement Project	This project will improve East Clay Street from Main Street to the Railroad Crossing in order to facilitate the development of the new Courthouse site. This project includes water, sewer, pedestrian facilities and drainage facilities as well as reconstruction of the street section.	12024200.80230	18128	N/A	Clay Street	New	Special Revenue	Yes	Measure Y					\$ 750,000		\$ 750,000	Reviewed	X	
	Add'l Comments: Introduced and discussed at the January 16, 2019 Council meeting. Moved from FYE 21. Moved from FYE 23. Moved from FYE 25 to align closer to Courthouse construction. Moved out 2 years from FYE 26 due to anticipated resources.																		
Street Striping	This will update striping on streets in selected areas.	12024200.52100	18251	N/A	Various Streets	Ongoing	Special Revenue	Yes	Measure Y					\$ 80,000	\$ 80,000	\$ 160,000	Reviewed	X	
	Add'l Comments: Ongoing work. Increased cost from \$60k to \$80k for additional striping for newer projects and to promote pedestrian, cyclist and motorist safety. Moved out 2 years from FYE 26 due to anticipated resources.																		
Low Gap Road and North Bush Street Roundabout	This project will complete the environmental, ROW, and design phases for a roundabout at Low Gap Road and N. Bush St. Construction phase not currently funded.	50924210.80230	15024	N/A	Low Gap Rd & N. Bush	In Progress	Special Revenues	Yes	MCOG Revenues		\$ 450,000					\$ 450,000	Reviewed	X	
	Add'l Comments: Design authorized, but project requires additional Council review. Moved from FYE 22, and reduced from \$1.5 mil due to COVID-19. Moved from FYE 21. Moved from FYE 22 to FYE 23 and FYE 24 due to delays in grant processing. Moved from FYE 24. To happen after completion of RWP Phase 4 in this area.																		
Slurry Seal Project	This project will improve the Streets network.	12024200.52110	18332	N/A	Various Streets	Ongoing	Special	Yes	Measure Y					\$ 400,000	\$ 400,000	\$ 800,000	Reviewed	X	
	Add'l Comments: Moved out 2 years from FYE 26 due to anticipated resources.																		

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
PUBLIC WORKS

Leslie Street Rehabilitation Project	Rehabilitate Leslie Street, Gobbi to Perkins.	12024200.80230	TBD	N/A	Leslie Street	New Grant	Yes	CDBG Funding Opportunity							\$ 1,500,000	\$ 1,500,000	Reviewed	X
	Add'l Comments: Moved from FYE 21. Moved from FYE 22 due to a number of various projects, timelines, and severity of street conditions. Moved out 2 years from FYE 27 due to anticipated resources.																	
Great Redwood Trail- Phase 5	This project will extend the Great Redwood Trail from Brush Street to Hensley Creek Road	51124210.80230	TBD	N/A	Railroad ROW	New Grant		Seeking Grant Funding					\$ 275,000	\$ 8,000,000	\$ 8,275,000	Reviewed		
	Add'l Comments: Moved project back from beginning FYE 23. Moved project from beginning FYE 25, may be possible when railbanking is finalized.																	
Talmage Road Rehabilitation Project	This project will replace the water main, sewer main and include reconstruction and paving of the overlay, additional sidewalks and ADA accessibility.	25224220.80230	18310	N/A	Talmage Road	New TBD	Yes	TBD							\$ 1,000,000	\$ 1,000,000	Reviewed	
	Add'l Comments: RFP completed and contract awarded to GHD for design in February of 2022. Scope greatly changed due to EUD undergrounding, moved from FYE 23. Moved from FYE 25. PG&E and San District.																	
Traffic Signal Cabinet/Camera Update	Bring traffic signals at State and Washington/Talmage/Low Gap/Hospital Drive up to date with new traffic signal controller software.	500244220.8023	TBD	N/A	Multiple	New Special Rev/Grant	Yes	Gas Tax/HSIP Grant								\$ -	Reviewed	X
	Add'l Comments: Awarded \$151,450 HSIP grant through Caltrans. CM hold. Not continuing with this project at this time. Checking with Caltrans for extension.																	
SUB-TOTAL:									\$ -	\$ 450,000	\$ -	\$ -	\$ 1,505,000	\$ 10,980,000	\$ 12,935,000			

VEHICLES, MACHINERY & EQUIPMENT

PUBLIC WORKS DEPARTMENT

Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Asphalt Roller - Shared Cost	The current equipment is Equipment #1611, a 1995 CAT CB214C Roller. This is CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$66,000 total	10024620.80100	E1612	Yes	1320 Airport Rd.	New	General	Yes	Department plans to set aside funds for this replacement.				\$ 22,000			\$ 22,000	Reviewed	X
	Add'l Comments: Moved from FYE 23 due to COVID-19. Working with Fleet Maintenance staff on evaluation. Moved from FYE 24. Moved from FYE 25.																	
Asphalt Paver - Shared Cost	The current equipment is Equipment #1811, a 1998 LeeBoy Model 1000B Paver. This is a CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$210,000 total	10024620.80100	E1812	Yes	1320 Airport Rd.	New	General	Yes	Department plans to set aside funds for this replacement.				\$ 70,000			\$ 70,000	Reviewed	X
	Add'l Comments: Moved from FYE 23 due to COVID-19. Working with Fleet Maintenance staff on evaluation. Moved from FYE 24. Moved from FYE 25.																	

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
PUBLIC WORKS

Loader Replacement	Replace existing loader due to CARB requirements.	10024620.80100	E1413	Yes	1320 Airport Rd.	In Progress	General/Grant	Yes	USDA Grant with Match	\$ 75,000					\$ 75,000	Reviewed	X	
	Add'l Comments: Working with Fleet on evaluation. Continued evaluation and validation of justification required prior to purchase. Moved from FYE 22. Deferring to allow for Western Hills Water Infrastructure PC 18385 Western Hills Water Infrastructure. 5/29/24: Received a Request for Obligation of Funds and Letter of Conditions for USDA grant on 5/29/24. Will receive \$225,000 with \$75k match of City funds, for a total of \$300k. Grant agreement and subsequent purchase anticipated some time early FYE 25.																	
Dump Truck Replacement	Dump Truck Replacement for 3 years. This equipment is used to maintain and repair the Infrastructure for our citizens.	20824300.80100	TBD	N/A	1320 Airport Rd.	New	Internal Service	Yes	Department plans to set aside funds for this replacement.		\$ 525,000				\$ 525,000	Reviewed	X	
	Add'l Comments: Moved from FYE 22 due to COVID-19. Moved from FYE 24, and will set-aside \$175k in FYE 25 and 26 ... with purchase in FYE 27. Increased total amount from \$500k.																	
Replacement Truck-Building Maintenance	Replacement truck is necessary.	20824700.8010	V2642	N/A	300 Seminary	Deferred	Internal Service	Yes	Reserves	\$ 60,000					\$ 60,000	Reviewed	X	
	Add'l Comments: Moved to FYE 22. Moved to FYE 23. Replace with electric vehicle and increase cost from \$48k to \$60k. Deferred from FYE 23. CM Hold. Moving from FYE 24.																	
SUB-TOTAL:										\$ -	\$ 135,000	\$ -	\$ 617,000	\$ -	\$ -	\$ 752,000		

Definition of terms used:	
Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed" - First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agendized meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agendized item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



WATER RESOURCES

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
WATER RESOURCES

FACILITIES/BUILDINGS/LAND																		
WATER RESOURCES DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Well 3 Improvements	Improve Well 3 building enclosure.	82127115.80220	TBD	N/A	Vichy Springs Rd.	New	Water Fund	Yes				\$ 150,000				\$ 150,000	Reviewed	X
	Add'l Comments:																	
Replace Roof at WTP	Replace roof at the Water Treatment Plant.	82127115.80220	TBD	N/A	935 River Street	New	Water Fund	Yes				\$ 100,000				\$ 100,000	Reviewed	X
	Add'l Comments:																	
Replace Roof at Pump Station	Roof replacement at the high service pump station.	82127115.80220	TBD	N/A	935 River Street	New	Water Fund	Yes					\$ 50,000			\$ 50,000	Reviewed	X
	Add'l Comments:																	
AWTCCB Cover	Cover for the AWT Chorine Contact Basin - big car port.	82127115.80220	TBD	N/A	935 River Street	New	Water Fund	Yes							\$ 150,000	\$ 150,000	Reviewed	
	Add'l Comments:																	
SUB-TOTAL:										\$ -	\$ -	\$ 250,000	\$ 50,000	\$ -	\$ 150,000	\$ 450,000		

INFRASTRUCTURE																		
WATER RESOURCES DEPARTMENT																		
Project Name	Project Description	Org/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Water Main Replacements	Plan for water main replacements throughout the City, performed in conjunction with street improvement projects.	82127113.80230	18072	N/A	Various	Ongoing	Water	Yes			\$ 1,500,000	\$ 1,500,000				\$ 3,000,000	Reviewed	X
	Add'l Comments: Added funding for FYE 25 and FYE 26. Reduced FYE 22 from \$1.5M. Removed \$1.5M for FYE 23, as funds will be used for this purpose in Streetscape Ph 2 programmed for next year.																	

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
WATER RESOURCES

Develop Additional Groundwater Facilities	This project will provide an additional source of groundwater to increase our system redundancy during periods of surface water scarcity.	82227115.80230	18425	N/A	TBD	New	Water Fund	No			\$ 500,000	\$ 1,500,000				\$ 2,000,000	Reviewed	
	Add'l Comments: Request for Proposal is in progress.	82227115.80230	18425	N/A	TBD	New	Water Fund	No										
IPS Liner Replacement	Remove and Replace Seal on Wash Water Basins	84427222.80230	18192	N/A	300 Plant Road	New	Wastewater Fund	Yes				\$ 60,000				\$ 60,000	Reviewed	X
	Add'l Comments: Moved from FYE 21. Moved from FYE 22, and increased from \$40k due to inflation. Moved to FYE 25 due to budgetary constraints. Revised project name as the basins are in more need of repair. Wash basins can be addressed by staff.	84427222.80230	18192	N/A	300 Plant Road	New	Wastewater Fund	Yes										
Recondition Perc Ponds	Recondition the levees on the Percolation Ponds.	84427222.80230	18447	NA	300 Plant Road	New	Wastewater Fund	Yes				\$ 200,000				\$ 200,000	Reviewed	X
	Add'l Comments: Eliminated \$200k for 2 prior years due to COVID-19. Changing scope of project to excavating bottom of perc ponds and grading. Revised project name from "Recondition Levees" as well.	84427222.80230	18447	NA	300 Plant Road	New	Wastewater Fund	Yes										
Replace Water and Sewer Main - PZ1 to Bush	Replace the 16" steel water and sewer main, from PZ1 to Bush Street	84427222.80230	TBD	N/A	Bush Street	New	Water	Yes						\$ 1,500,000		\$ 3,000,000	Reviewed	X
	Add'l Comments: Moved from FYE 25. Increased overall project amount from \$1M.	82127115.80230	TBD	N/A	Bush Street	New	Water	Yes						\$ 1,500,000				
SUB-TOTAL:										\$ -	\$ 2,000,000	\$ 3,260,000	\$ -	\$ -	\$ 3,000,000	\$ 8,260,000		

VEHICLES, MACHINERY & EQUIPMENT

WATER RESOURCES DEPARTMENT

Project Name	Project Description	Orig/Obj	Project #	Allocation to Multi-funds	Project Location	Project Status	Funding Source	Funding Identified	Funding Source Add'l Comments	Costs to date	24/25	25/26	26/27	27/28	28/29	Totals	City Council Status	Shovel Ready
Replace Water Treatment Plant Service Truck	The current vehicle's useful is expected to be exceeded in future years and will need to be replaced. Add'l Comments: Moved from FYE 23. Moved back to FYE 23. Increased amount from \$50k due to revising to a 3/4 ton with lift gate, as well as inflation; EV is not an option at this time due to the heavy duty needs. Moved from FYE 23.	82127115.80100	V3754	N/A	935 River Street	Deferred	Water Fund	Yes			\$ 70,000					\$ 70,000	Reviewed	X

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
WATER RESOURCES

Convert Chlorine Gas to Liquid Chlorine at Water Treatment Plant	This project will replace chlorine gas at the Water Treatment Plant and convert to Liquid Chlorine for safety reasons	82127115.80100	18133	N/A	935 River Street	Deferred	Water Fund	Yes			\$ 50,000	\$ 270,000					\$ 320,000	Reviewed	X
	Add'l Comments: Was budgeted FYE 20, moved to start in FYE 21 due to COVID-19. Moved \$270k from FYE 22. Moved \$50k from FYE 21. Moved \$50k from FYE 22. Moved from FYE 23. Move from starting FYE 24.	82127115.80100	18133	N/A	935 River Street	Deferred	Water Fund	Yes											
Water Meter Replacements	Upgrade aged meter in order to provide increased service efficiency.	82027114.80100	18074	N/A	Various	New	Water Fund	Yes			\$ 50,000						\$ 50,000	Reviewed	X
	Add'l Comments: Ongoing - reduced FYE 21 from \$50k, added \$50k to FYE 24 due to COVID-19. Added funding for FYE 25 and 26. Removed \$50k from FYE 22, FYE 23, and FYE 26. Scope being re-evaluated against other projects going on.	82027114.80100	18074	N/A	Various	New	Water Fund	Yes											
Replace Water/Sewer Operations Call Truck - Shared Cost	The current vehicle's useful is expected to be exceeded in future years and will need replaced	82027114.80100	V3753	Yes	1320 Airport Road	Deferred	Water Fund	Yes				\$ 40,000					\$ 80,000	Reviewed	X
	Add'l Comments: Increased amounts in both Water and Sewer from \$30k each due to inflation. EV is not an option at this time due to the heavy duty needs. Moved from FYE 23.	84027221.80100	V3753	Yes	1320 Airport Road	Deferred	Sewer Fund	Yes				\$ 40,000							
Replace Water/Sewer Operations Lead Worker Truck - Shared Cost	The current vehicle's useful life is expected to be exceeded in future years and will need replaced	82027114.80100	TBD	Yes	1320 Airport Road	New	Water Fund	Yes				\$ 22,500					\$ 45,000	Reviewed	X
	Add'l Comments: Increased amounts in both Water and Sewer from \$20k each due to inflation. Electric vehicle. Moved from FYE 24.	84027221.80100	TBD	Yes	1320 Airport Road	New	Sewer Fund	Yes				\$ 22,500							
Asphalt Roller - Shared Cost	The current equipment is Equipment #1611, a 1995 CAT CB214C Roller. This is CARB Tier 0, and a retrofit for this unit is unavailable. This equipment assists in the ongoing maintenance of the Streets network in order to provide upgraded facilities for our residents. Three divisions will contribute: \$66,000 total	82027114.80100	E1612	Yes	1320 Airport Road	New	Water Fund	Yes	Department plans to set aside funds for this replacement.				\$ 22,000				\$ 88,000	Reviewed	X
	Add'l Comments: Moved from FYE 23 due to COVID-19. Working with PW and Fleet on evaluation. Moved from FYE 24. Moved from FYE 25.	84027221.80100	E1612	Yes	1320 Airport Road	New	Sewer Fund	Yes	Department plans to set aside funds for this replacement.					\$ 66,000					

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
WATER RESOURCES

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**Refer to last page of this document for definition of terms used.*

FIVE YEAR CAPITAL IMPROVEMENT PLAN*
24/25 FISCAL YEAR
WATER RESOURCES

Solids Conveyor	Part of the dewatering solids process.	84027225.80100	18427	N/A	300 Plant Rd.	New	Wastewater Fund	No					\$ 950,000		\$ 950,000	Reviewed
	Add'l Comments: \$50k for design in 23/24, construction to follow. Increased from \$50k current fiscal year and \$300k in FYE 26 - adding the funds removed for the Heat Exchanger item.															
Rehabilitation of Zone 2 Booster Pump Station	Upgrade the enclosure and electrical components in the structure enclosing the booster pump for Pressure Zone 2 to increase reliability and security.	82227113.80100	TBD	N/A	Golf Course	New	Water Fund	Yes						\$ 500,000	\$ 500,000	Reviewed
	Add'l Comments: Moved from FYE 23 due to COVID-19. Increased scope, increased estimate from \$50k, and moved from FYE 25 due to cost increase.															
Replace Screens in Water Treatment Plant Clarifiers	Replace aluminum screens with stainless steel screens in clarifier.	82127115.80100	TBD	N/A	935 River Street	New	Water	Yes					\$ 250,000		\$ 250,000	Reviewed
	Add'l Comments:															
SUB-TOTAL:									\$ -	\$ 190,000	\$ 2,450,000	\$ 1,300,000	\$ 228,000	\$ 500,000	\$ 4,668,000	

Definition of terms used:

Project Name	The name of the project.
Project Description	Provides a description and additional narrative to assist in the understanding of the need and value of the proposed project.
Org/Object	The proposed account code where the expense will be accounted for.
Project Number	The number assigned to track all expenses related to the project.
Allocation to Multi-funds	Indicates if the cost of the proposed cost is shared. In this case, here it will state what other funds are sharing the cost.
Project Status	This indicates whether the project is "NEW", "IN PROGRESS", "ONGOING", "DEFERRED", or "COMPLETED".
Funding Source	The Fund the actual expense will come out of.
Funding Identified	"Yes" indicating funding has been identified and will be available, "No" indicating funding has not yet been identified and is unavailable.
Funding Source Add'l Comments	To further explain, as necessary, the funding type used selected.
Costs to date	Costs spent on the project.
Estimated Costs per Fiscal Year	Costs estimated to be spent in each of the fiscal years.
Totals	The sum of the five year estimate for each project.
Comments	Additional information as needed.
City Council Status	"Not Reviewed" - First time that Council has been presented the project; "Reviewed" - Council has been presented the project during an agenda meeting; "Explore" - Council has reviewed and has asked staff to further explore; "Reviewed and Supported" - Council has reviewed and supports the placement of the project on the CIP Plan; "Budget Adopted" - Council has approved the project through the Council action that takes place through either the full budget adoption process, or through a specific agenda item brought to Council.
Shovel Ready	Project is ready to be sent out to bid.



City of Ukiah

Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2024/2025

ITEM: POLICE CARS - ANNUAL REPLACEMENT - 2 EACH		ASSET USEFUL LIFE: 5-10 YEARS		ESTIMATED COST: \$175,000
SUBMITTED BY: Dave Kirch, Fleet & Plant Maintenance Supervisor				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
Police	Police Patrol	TBD	10020210.80100	\$87,500
Police	Police Patrol	TBD	10020210.80100	\$87,500
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
CURRENT CONDITION: Poor				
MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)			MEET CARB STANDARDS?
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE		
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): Based on standard features, and what is available at time of purchase.				
EST. MILEAGE/HOURS PER YEAR				
JUSTIFICATION/USE/NEED: The standard annual replacement is necessary to keep the Police fleet in service. This is especially important as staff navigates supply chain issues and delays.				
COST/BENEFIT ANALYSIS: N/A				
OTHER INDIRECT BENEFITS: N/A				
ALTERNATE SOLUTIONS EXPLORED: N/A				
ADDITIONAL COMMENTS: N/A				
REVIEWED & APPROVED BY:	SIGNATURE			DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2024/2025

ITEM: Ford F-150 Pick-up EV		ASSET USEFUL LIFE: 10-15 years		ESTIMATED COST \$60,000.00
SUBMITTED BY: Dave Kirch, Fleet & Plant Maintenance Supervisor				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
Public Works	Building Maintenance	V3286	20822700.80100	\$60,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
3760	1997	Dodge	1B7HC16X7VS184613	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
100,000 miles	59,670	Unknown		\$1,500.00
CURRENT CONDITION: Poor				
MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)			MEET CARB STANDARDS?
\$10,000	None			Yes
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE		
80		After Market		
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2024 FORD F-150 EV PRO Truck or Equal				
EST. MILEAGE/HOURS PER YEAR 2,000 to 3,000				
JUSTIFICATION/USE/NEED: This vehicle we be used on a daily basis to perform building and grounds maintenance of all City-owned buildings and properties. Already tried to replace once, and now renewing budget to attempt to purchase again.				
COST/BENEFIT ANALYSIS: EV vehicle lower maintenance cost to maintain.				
OTHER INDIRECT BENEFITS: N/A				
ALTERNATE SOLUTIONS EXPLORED: N/A				
ADDITIONAL COMMENTS: None				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2023/2024

ITEM: 2024 RAM Pro Master 2500 Ambulance		ASSET USEFUL LIFE: 5-7 years		ESTIMATED COST \$444,500	
SUBMITTED BY: Dave Kirch, Fleet & Plant Maintenance Supervisor					
NEW REQUEST OR REPLACEMENT OF EXISTING?: New Request					
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV	
UVFA	Ambulance	TBD	TBD	\$112,500.00	
UVFA	Ambulance	TBD	TBD	\$112,500.00	
UVFA	Ambulance	TBD	TBD	\$112,500.00	
UVFA	Ambulance	TBD	TBD	\$112,500.00	
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED					
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #		
N/A	N/A	N/A	N/A		
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE	
N/A	N/A	N/A		N/A	
CURRENT CONDITION:					
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?	
N/A		N/A		N/A	
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE			
N/A		N/A			
PROPOSED VEHICLE OR HEAVY EQUIPMENT					
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2024 RAM Pro Master 2500 Ambulance					
EST. MILEAGE/HOURS PER YEAR					
JUSTIFICATION/USE/NEED: Support Adventist IFT (Inter-Facility Transfer) Contract					
COST/BENEFIT ANALYSIS: N/A					
OTHER INDIRECT BENEFITS: N/A					
ALTERNATE SOLUTIONS EXPLORED: N/A					
ADDITIONAL COMMENTS: None					
REVIEWED & APPROVED BY:		SIGNATURE		DATE	
DEPARTMENT HEAD					
FLEET MAINTENANCE SUPERVISOR					



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2023/2024

ITEM: Ford F-250 with Service Body and Lift Gate		ASSET USEFUL LIFE: 10-15 years		ESTIMATED COST \$85,000.00
SUBMITTED BY: Dave Kirch, Fleet & Plan Maintenance Supervisor				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacemnet				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
Water Resources	Water Treatment Plant	TBD	82027110.80100	\$85,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
3746	2007	Ford	1FDNF205X7EA61120	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
100,000 miles	125,000			\$5,000.00
CURRENT CONDITION: Fair				
MAINTENANCE COSTS TO DATE	ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)			MEET CARB STANDARDS?
\$22,500.00	None			Yes
ESTIMATED OUT-OF-SERVICE TIME		PARTS AVAILABLE		
230 hours		Yes		
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY):2024 Ford F250 Service Body and Lift Gate				
EST. MILEAGE/HOURS PER YEAR 5,000-7,000 miles				
JUSTIFICATION/USE/NEED: This vehicle will be used on a daily basis for the operation of the Water Treatment Plant, Water Wells, Reservoirs and Booster Pump Stations. This vehicle will also be used at the On-Call vehicle. This vehicle will also be used for operation and maintenance of the Recycled Water System				
COST/BENEFIT ANALYSIS: N/A				
OTHER INDIRECT BENEFITS: N/A				
ALTERNATE SOLUTIONS EXPLORED: N/A				
ADDITIONAL COMMENTS: None				
REVIEWED & APPROVED BY:	SIGNATURE			DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING THE FISCAL YEAR 2024-25 APPROPRIATIONS LIMIT FOR THE CITY OF UKIAH

WHEREAS, pursuant to *Government Code* Section 7910, the City Council must, by resolution, establish its appropriations limit for each fiscal year.

NOW, THEREFORE, BE IT RESOLVED THAT the appropriations limit for the City of Ukiah for the 2024-25 Fiscal Year shall be fifty-five million, one hundred forty-four thousand, nine hundred seventy-five dollars (\$55,144,975). The appropriations subject to this limit are estimated to be nineteen million, six hundred seven thousand, five hundred twenty-four dollars (\$19,607,524).

This resolution was adopted by the City Council of the City of Ukiah at a regular meeting thereof on the 19st day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Duenas, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

Gann Limit Calculation

FY 2024-25

Per Capita Cost of Living Change = 3.62 percent
Population Change⁽¹⁾ = -0.08 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$ (a)

Population converted to a ratio: $\frac{-0.08 + 100}{100} = 0.9992$ (b)

Calculation of factor for FY 2024-25: (a) x (b) = 1.0354 (c)

Appropriations Limit, Fiscal Year 2023-24 \$ 53,261,075 (d)

Appropriations Limit, Fiscal Year 2024-25
[(c) x (d)] **\$ 55,144,975**

FY 2024-25 appropriations subject to Gann Limit

<u>Tax Revenue</u>	<u>Budget Estimates</u>
Property tax	\$ 3,888,230
Sales tax (1.0% Bradley-Burns)	6,800,143
Measure S/P District Tax	3,445,888
Measure Y District Tax	3,383,024
Transient Occupancy Taxes (TOT)	1,562,500
Business license tax	510,500
Other governmental taxes	800
Interest earning from taxes	16,439
	<u>\$ 19,607,524</u>

Percentage Use of Appropriations Limit 35.56%

(1) When calculating its appropriation limit, the City may use either the change in population for the City or Mendocino County as a whole.

Budget Workshop

Fiscal Year 2024-25 (2025)

June 3, 2024

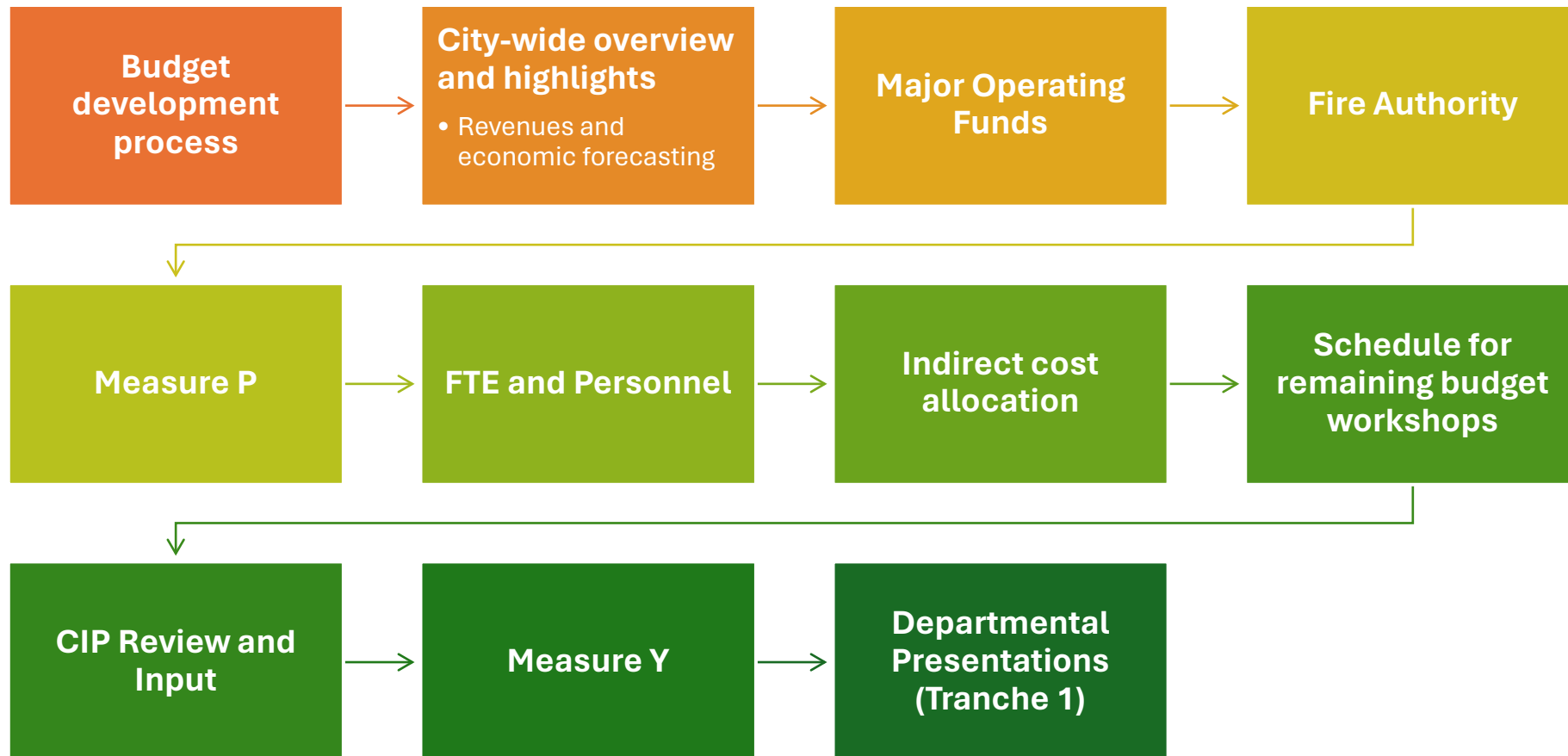
Daniel Buffalo | *Finance Director*

Sage Sangiacomo | *City Manager*

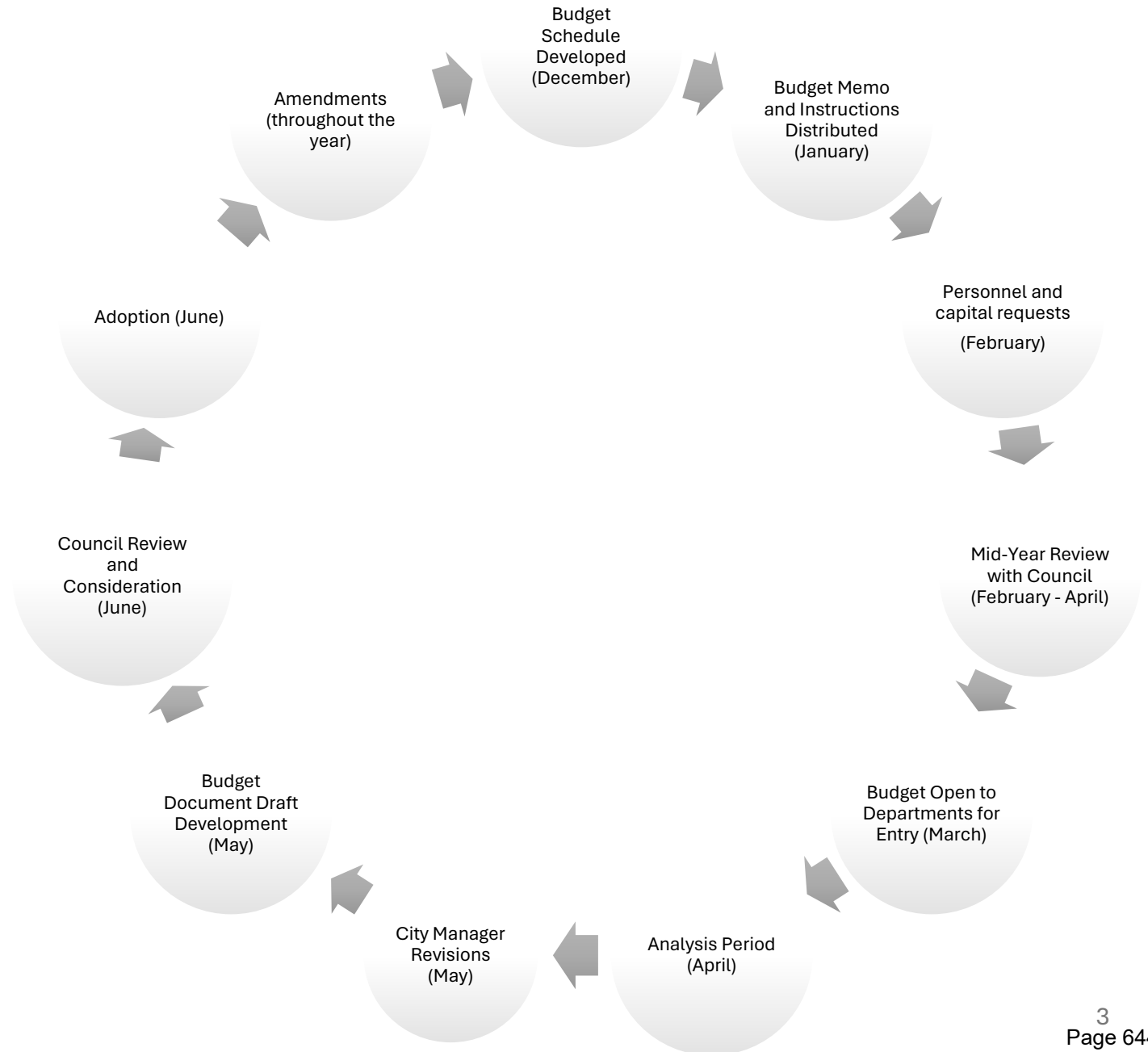
Sheri Mannion | *HR/Risk Management Director*

Mary Horger | *Financial Services Manager*

Agenda



Budget Process



Budget Team

Primary Budget Team

Sage Sangiacomo, City Manager

Daniel Buffalo, Finance Director

Sheri Mannion, HR/Risk Management Director

Mary Horger, Financial Services Manager

Olga Keough, Controller

Diana Ramos, Assistant Accountant

Departmental Budget Teams

Supporting Team

Kristine Lawler, City Clerk

Shannon Riley, Deputy City Manager

Traci Boyd, Management Analyst

City-wide Overview and Highlights

Fund Facts

Number of:

Funds (budgeted): 103 (69)

Departments: 16

Divisions: 55

Accounts: 2,594

Objectives for 2024-25 Budget

- Outcomes based: maintain current service levels
- Aligning revenues with cost of service
 - Rates, charges, and fees
 - Grants
- Prepare for new partners and new customers
 - UVWA
- Annexations
- Expenditure control
- Completion of capital projects

Key Takeaways

- Budgets are about tradeoffs
- Revenues:
 - Slower revenue growth in the general fund
 - Sales taxes down from prior year but expected to stabilize and grow
 - Faster revenue growth in the utility funds
 - Caveat: sewer rates need revision
- Costs:
 - Personnel costs are up
 - Other operating and fixed cost expenditures are adjusted down
 - Capital expenditures trending down as grant funded projects conclude
- Recruitment and retention remains a high priority
 - Positioning funds to respond to market forces
 - Team member development
- Appropriations for capital projects remain significant
- Economic conditions are uncertain
 - Inflationary cost pressures: fuel, energy, labor
- Political conditions are uncertain
 - Ballot initiatives in November can significantly affect City revenue streams and annexation plans
- New positions added to address increasing workload and service delivery
- We're small but complex

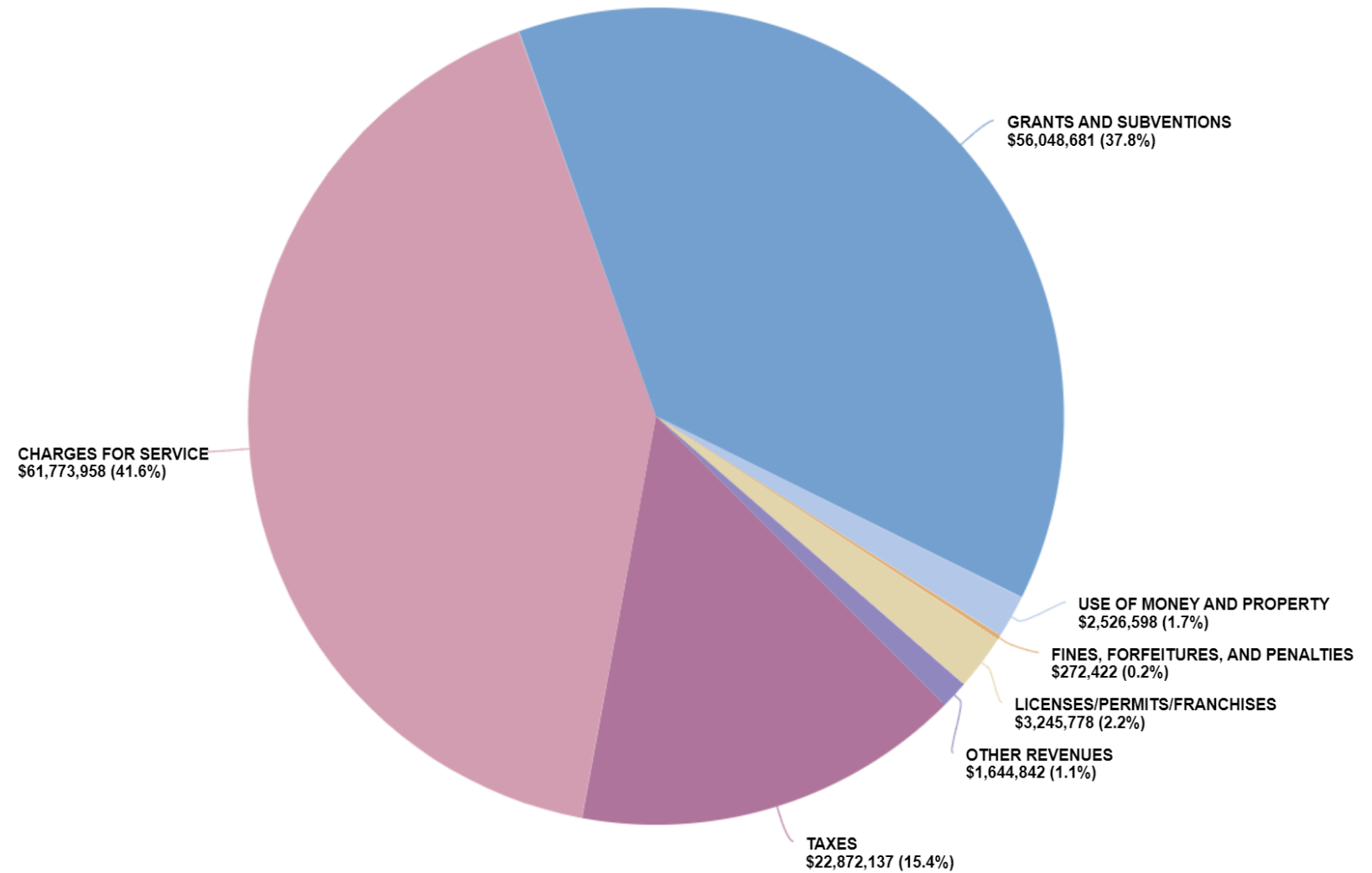
Big Picture City-Wide (All Funds)

Revenues	\$148.4 mil
Appropriations	\$104.5 mil
(with anticipated encumbrances)	(\$156.1 mil)
(with full allocation)	(\$174.6 mil)
Estimated ending fund balance/working capital:	\$92.9 mil
(with fiduciary funds)	(\$100.2 mil)

Note: Fiduciary funds (UVFD, RDA Successor, MSWMA, Millview Water, Redwood Valley Water)

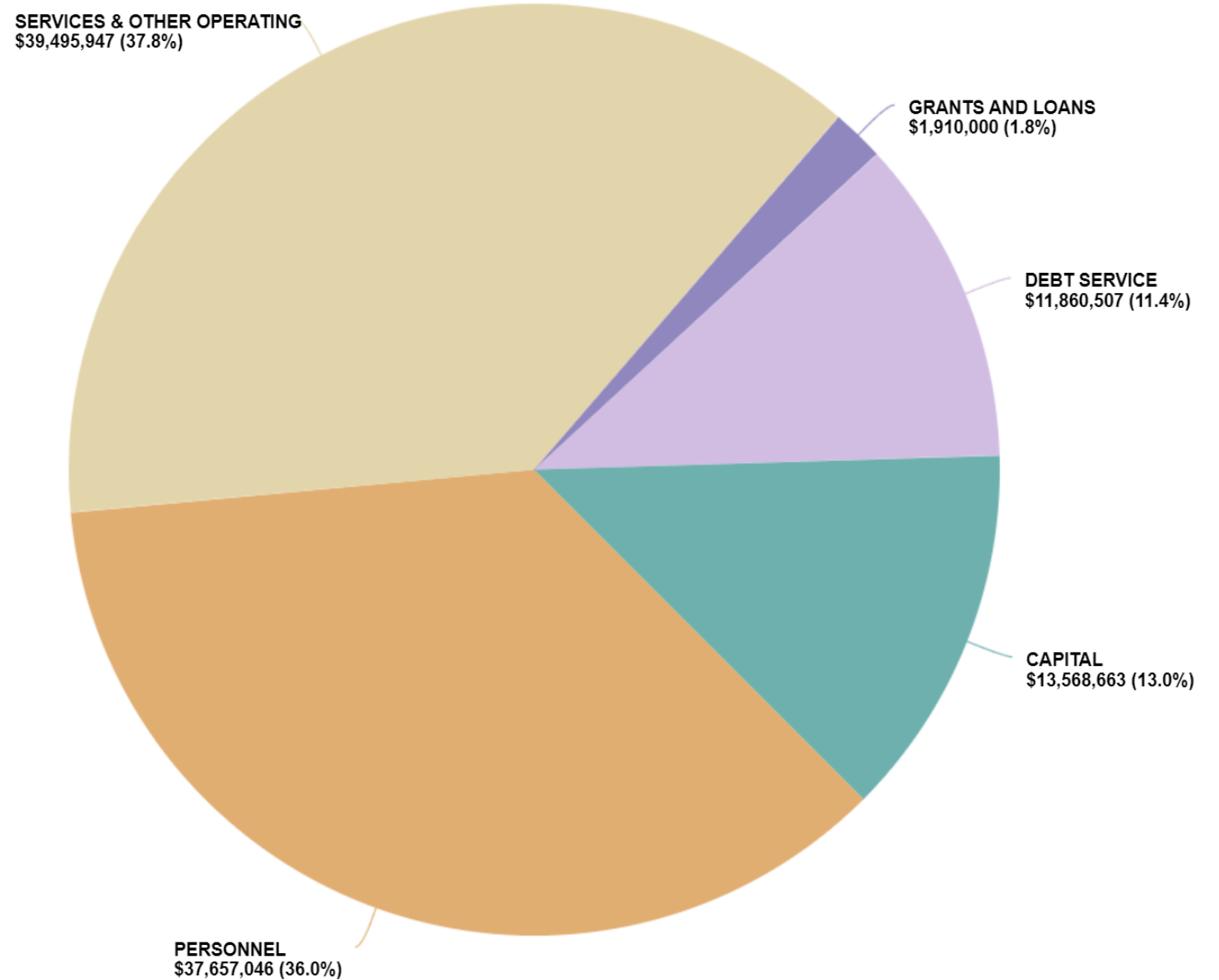
Revenues

City-Wide



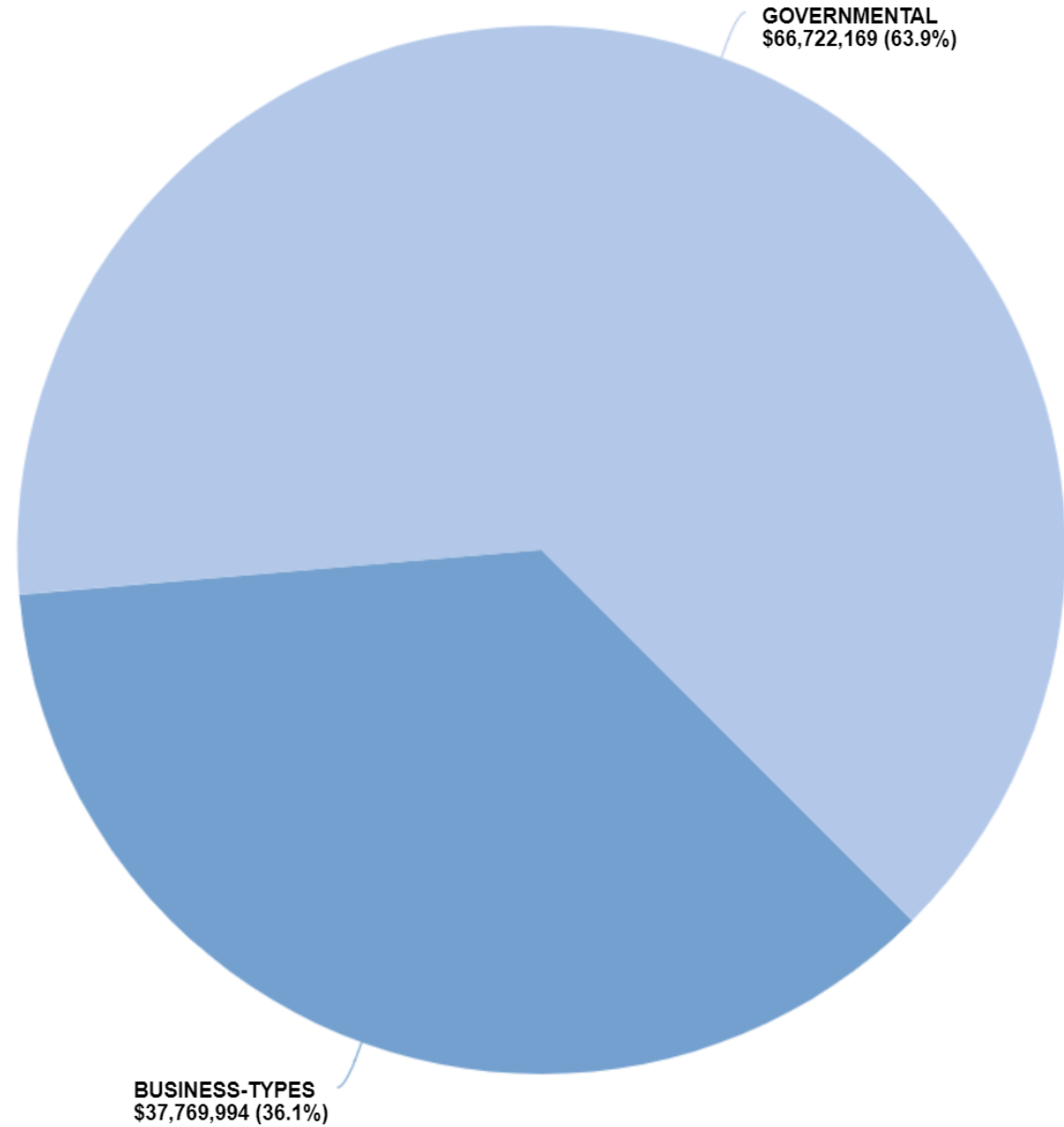
Appropriations by
Character
(Excluding Indirect
Allocation)

City-Wide
(cont)



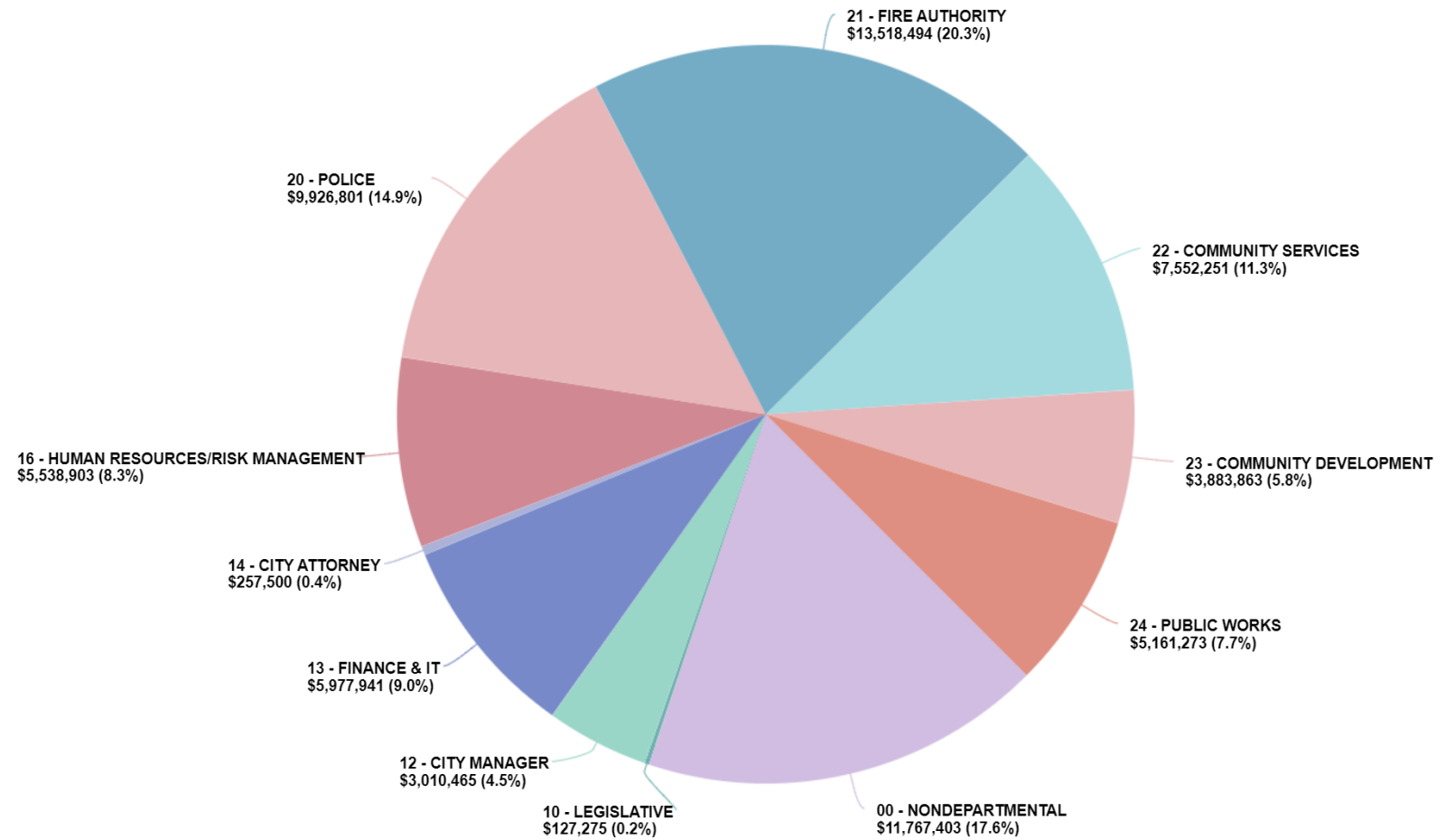
Appropriations by
Activity
(Excluding Indirect
Allocation)

City-Wide
(cont)

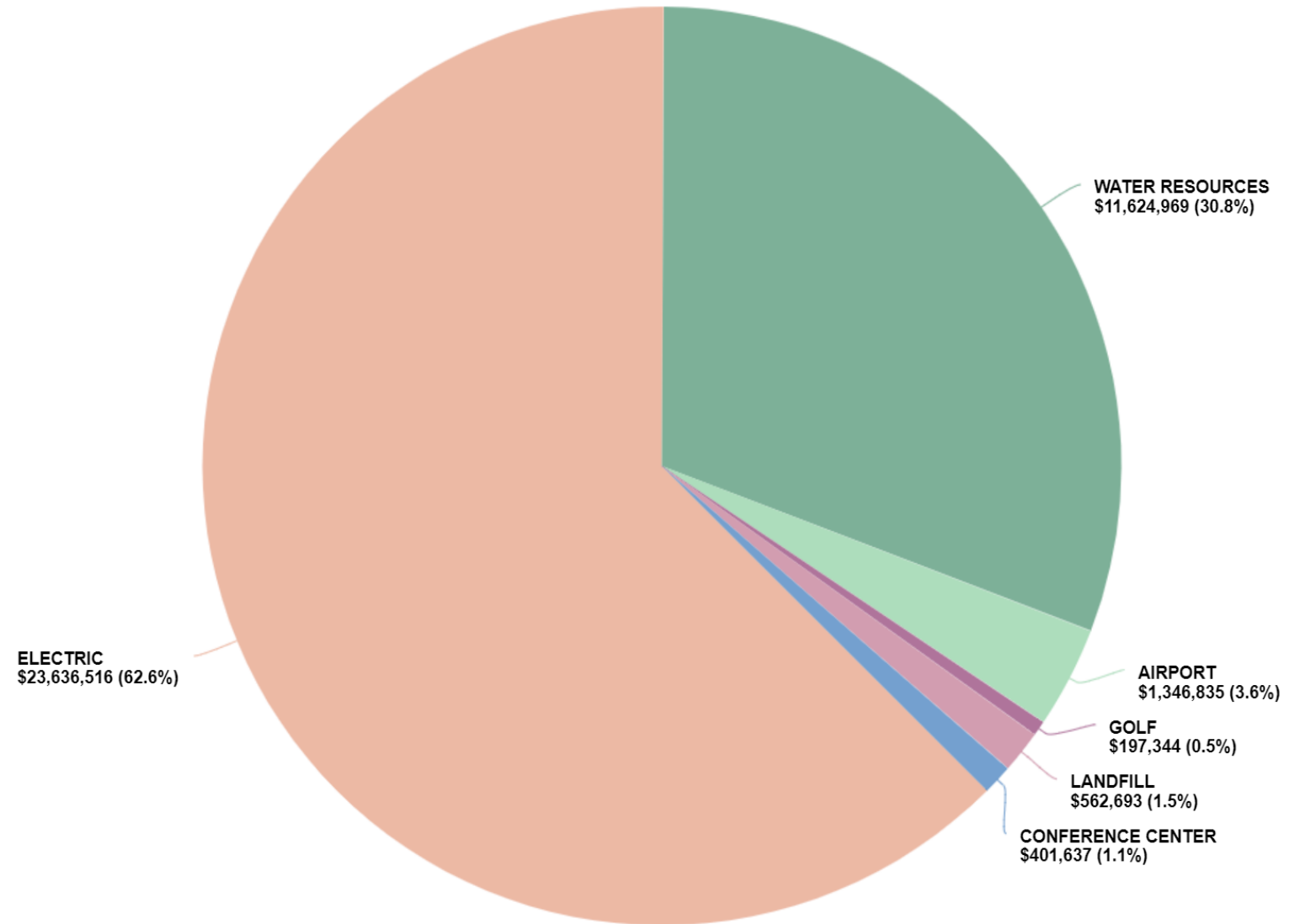


Appropriations by
Activity

Governmental

City-Wide
(cont)

Revenues

City-Wide
(cont)

Major operating funds

General Fund

Water

Wastewater

Electric

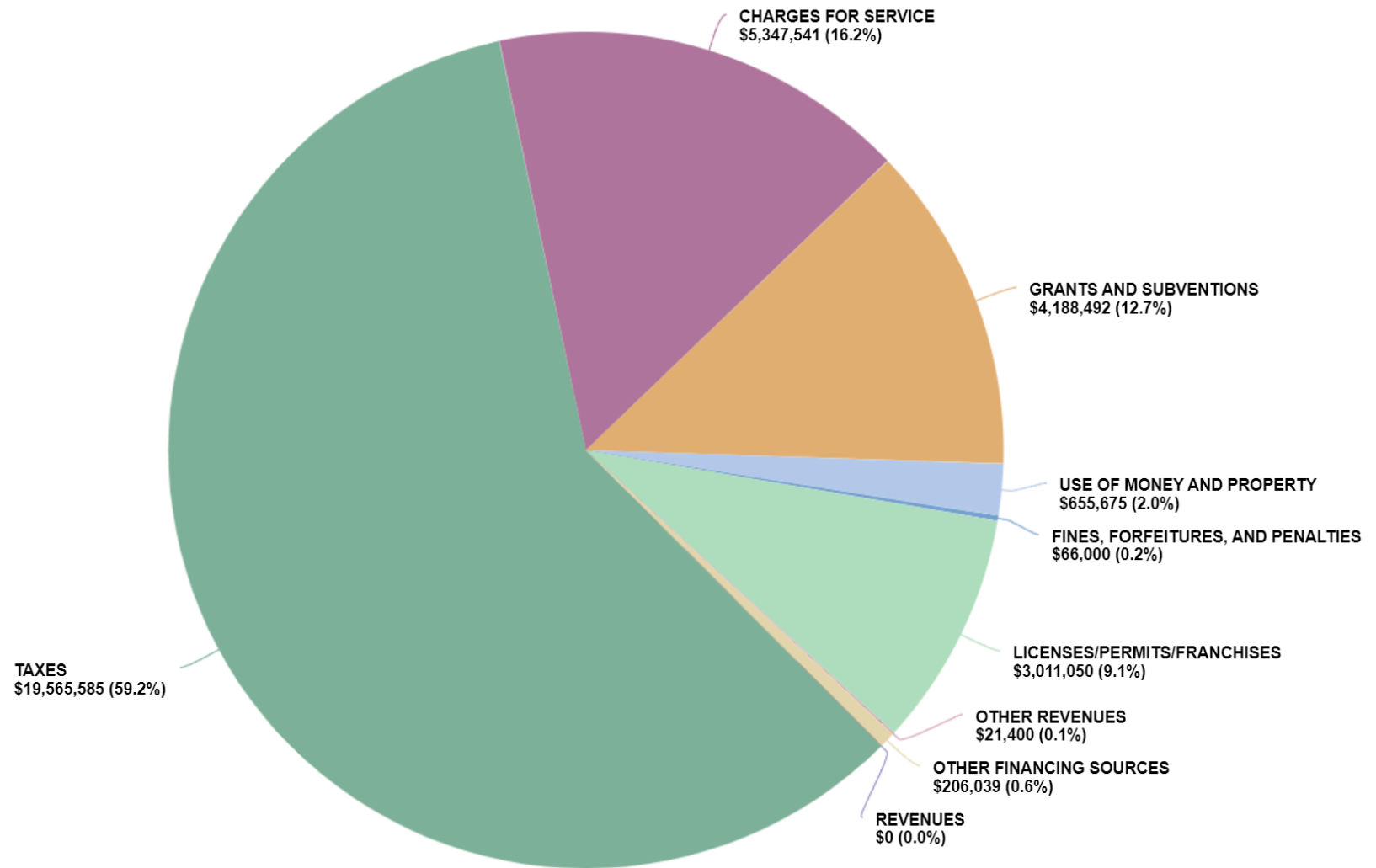
General fund

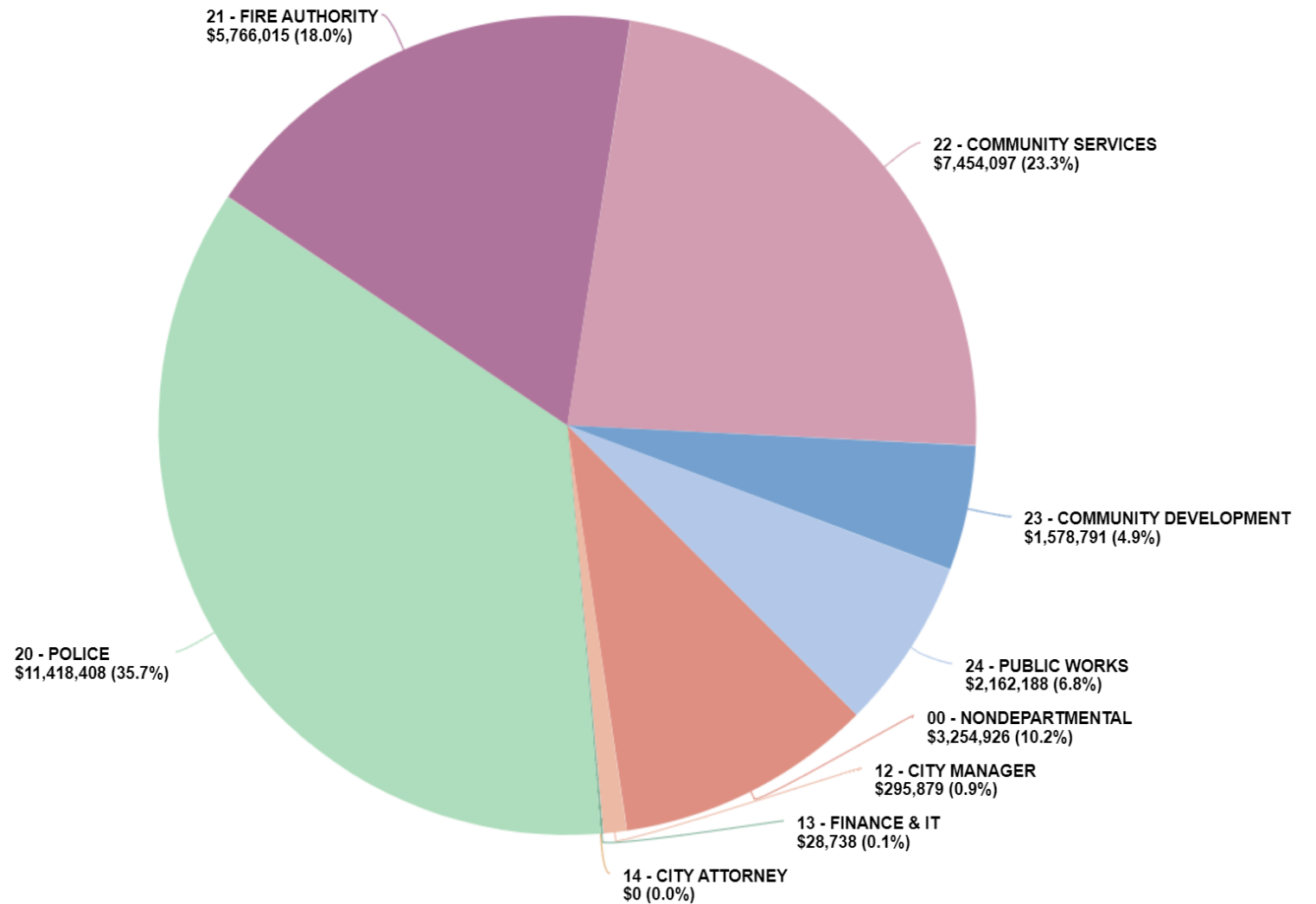
General Fund Summary

• Revenues	\$32.9 million
• Expenditures	\$29.8 mil
• Other financing sources	\$804K
• Other financing uses	\$3.1 mil
• Estimated ending fund balance	\$11.9 mil
• Fund balance reserve	40.8%
• % of expenditures	
• Minimum established by Council: 25%	



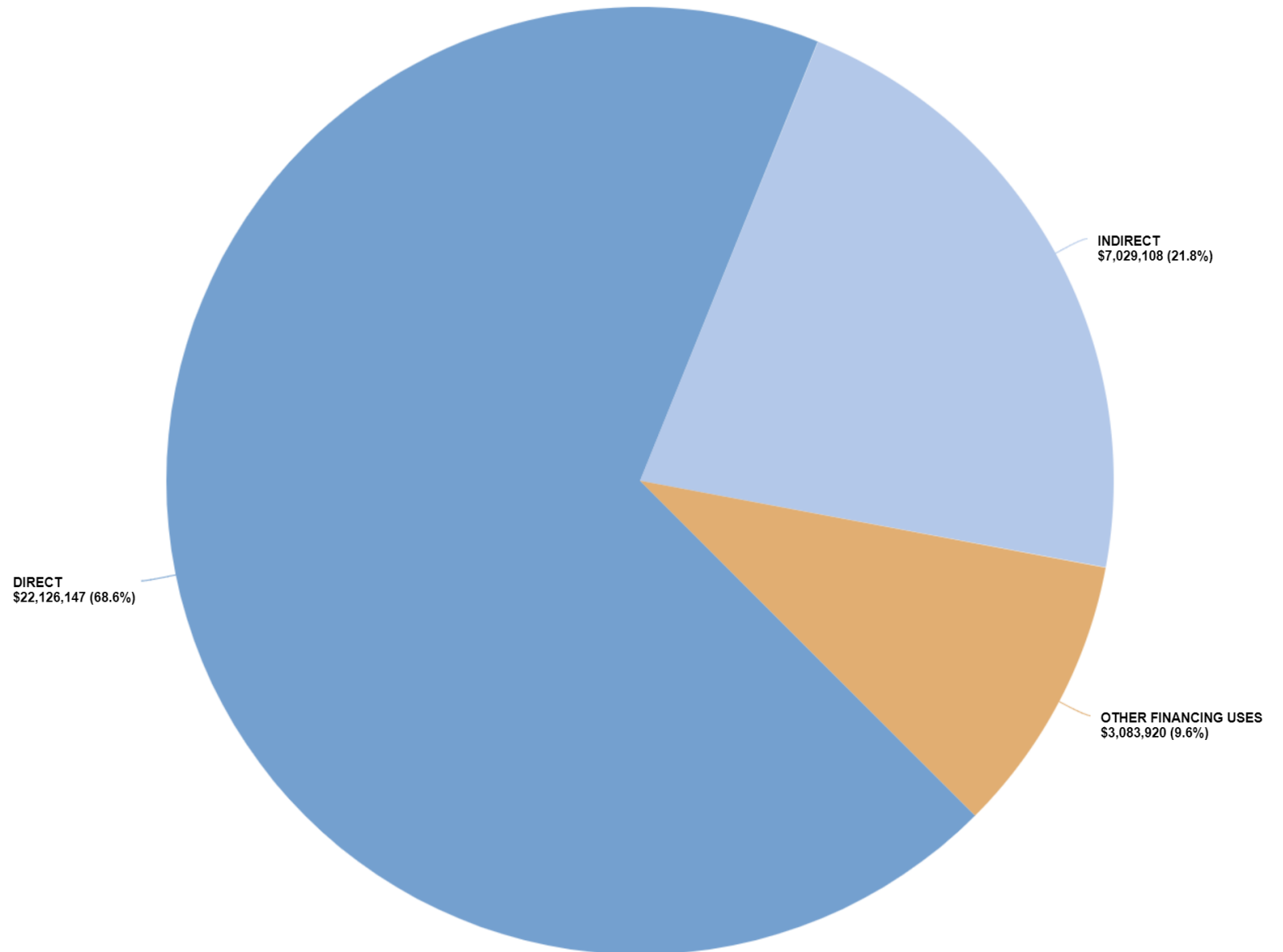
Revenues

General
Fund

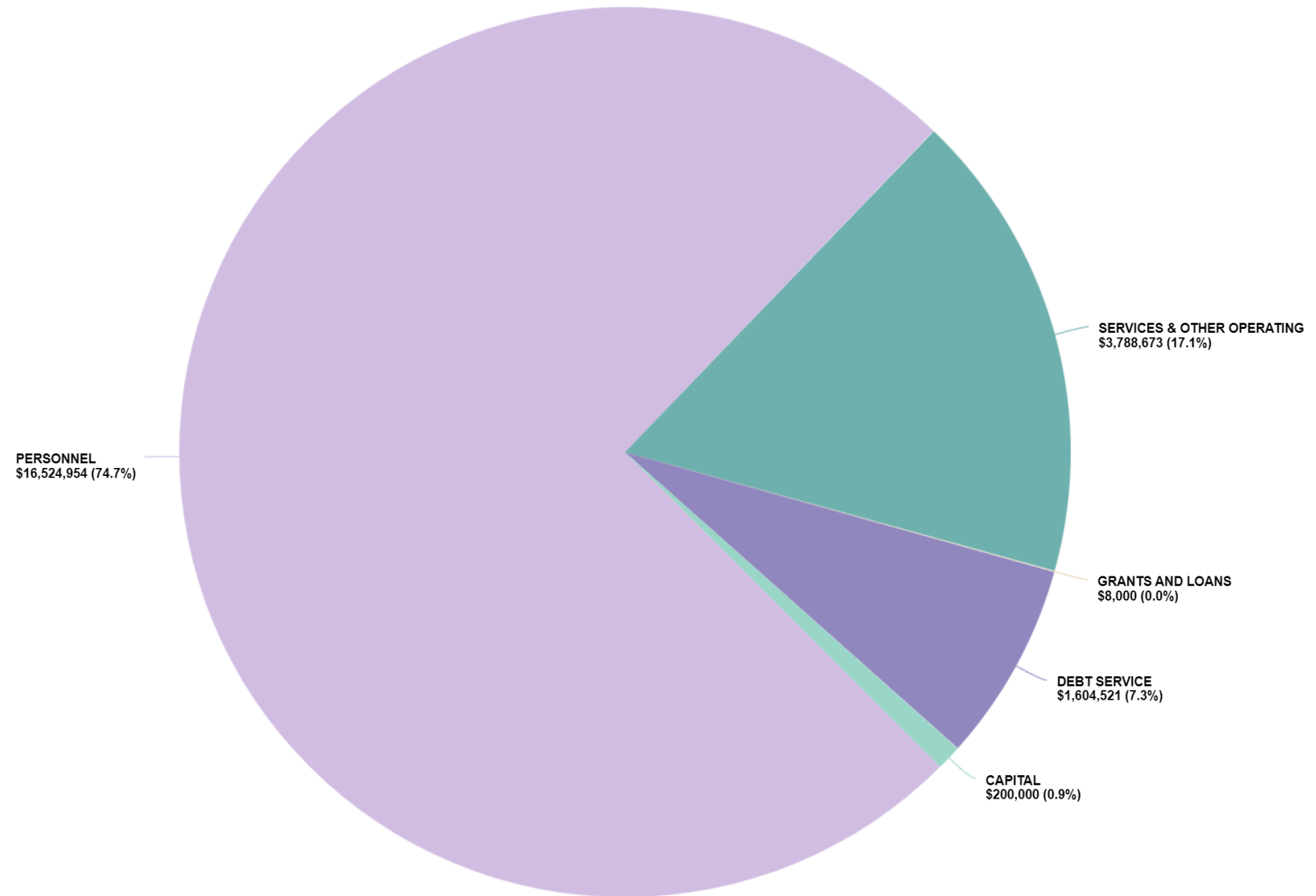
Appropriations by
ActivityGeneral
Fund
(cont)

Appropriations by
Character

General
Fund
(cont)

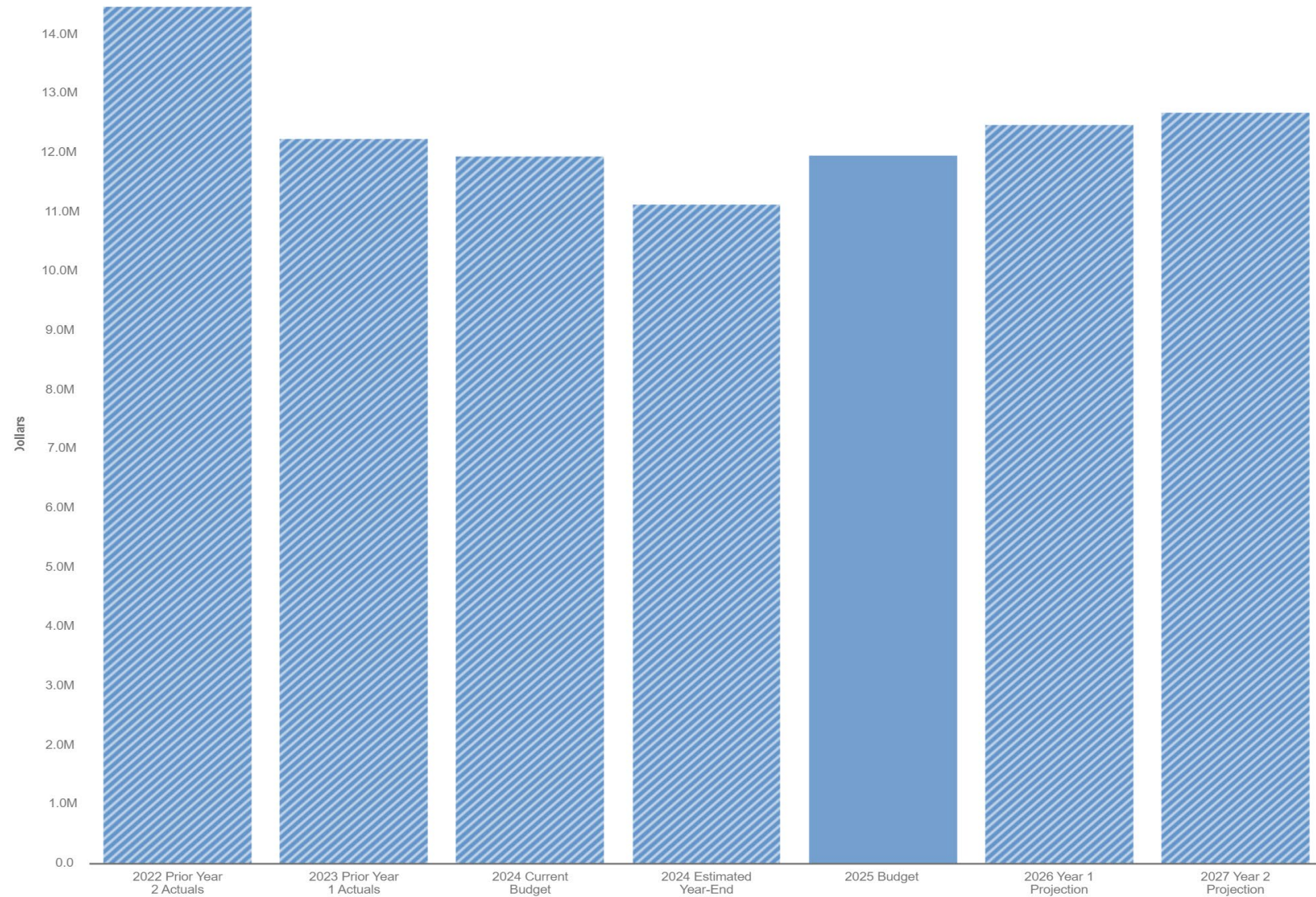


Direct Appropriations

General
Fund
(cont)

Fund Balance

General Fund (cont)



Electric Enterprise



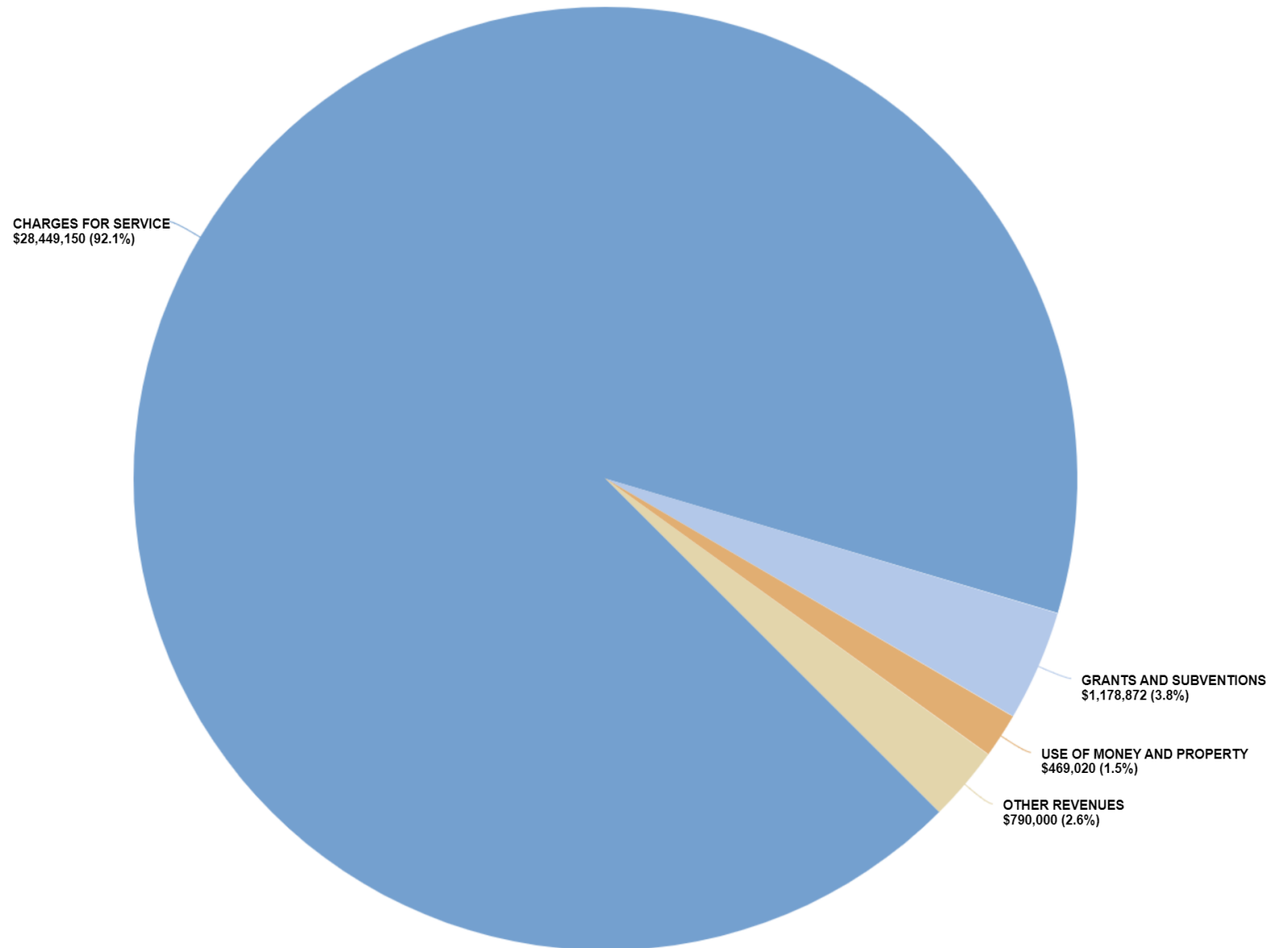
Electric Enterprise Summary

• Revenues	\$30.9 million
• Expenditures	\$31.9 mil
• Estimated ending fund balance	\$12.5 mil
• Working capital reserve %	39.18%



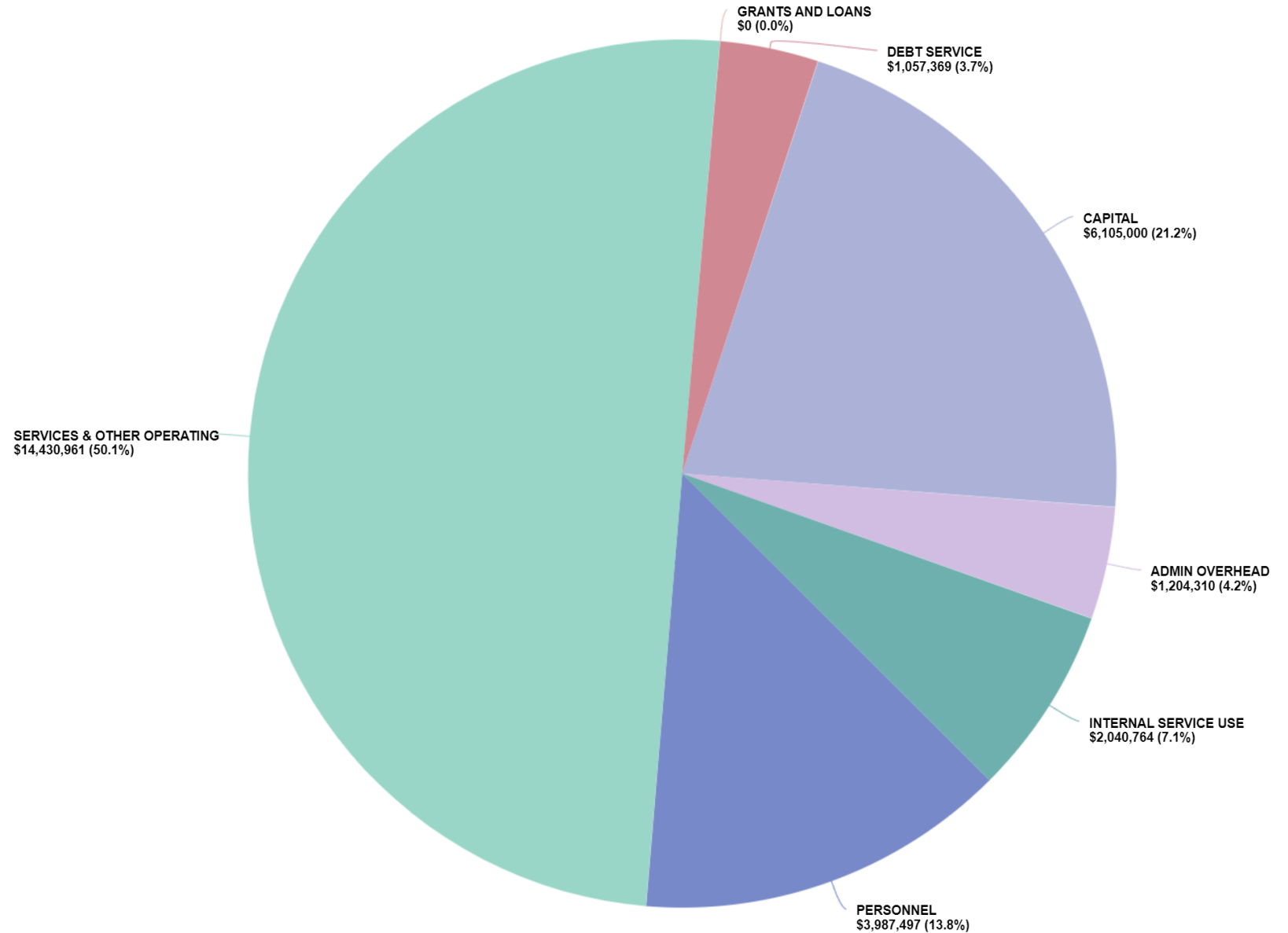
Revenues and Other Inflows

Electric Enterprise



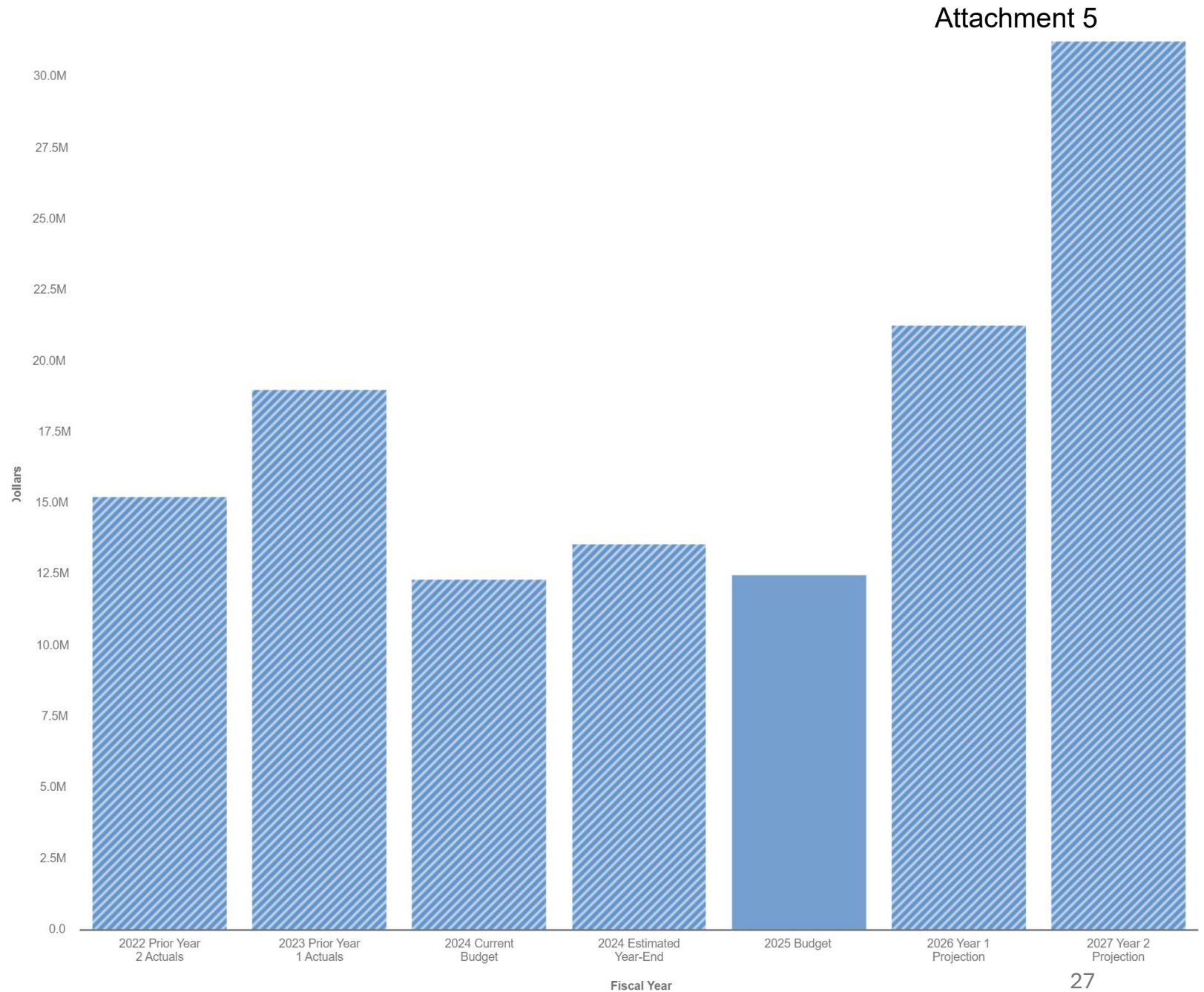
Appropriations by Character

Electric Enterprise (cont)



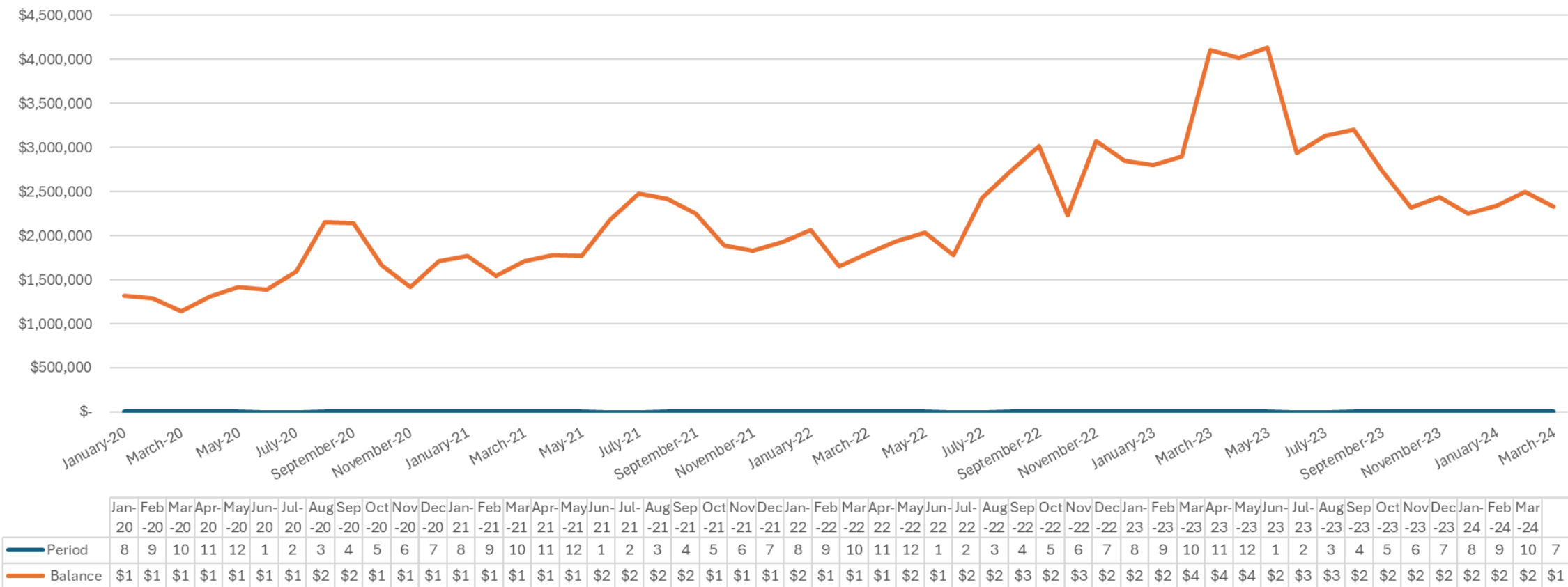
Working Capital

Electric Enterprise (cont)



Electric Enterprise Billing Receivable Analysis

Billing Receivables - Electric
Last 52 Months, Jan-20 to April-24



Water Enterprise

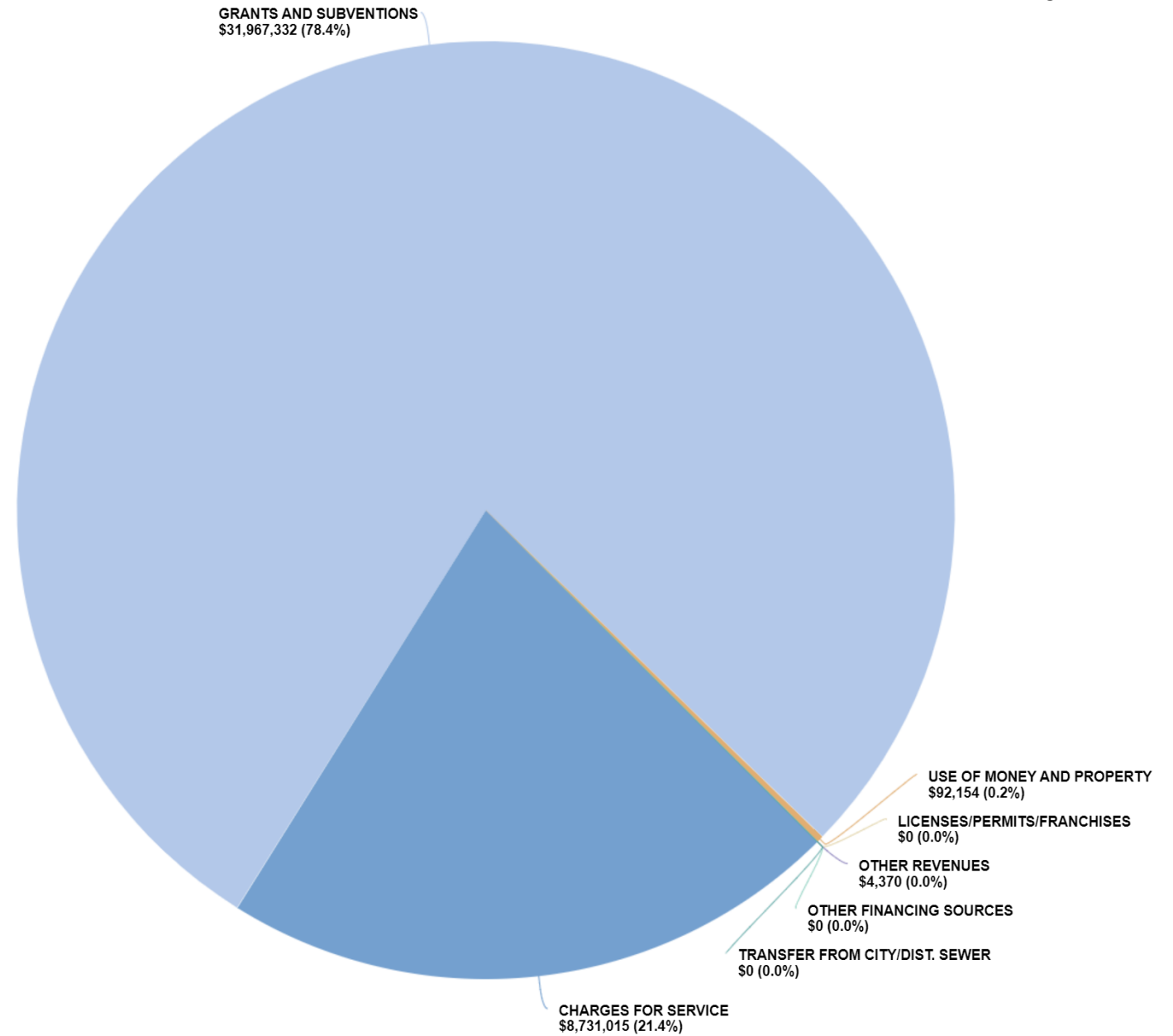
Water Enterprise Summary

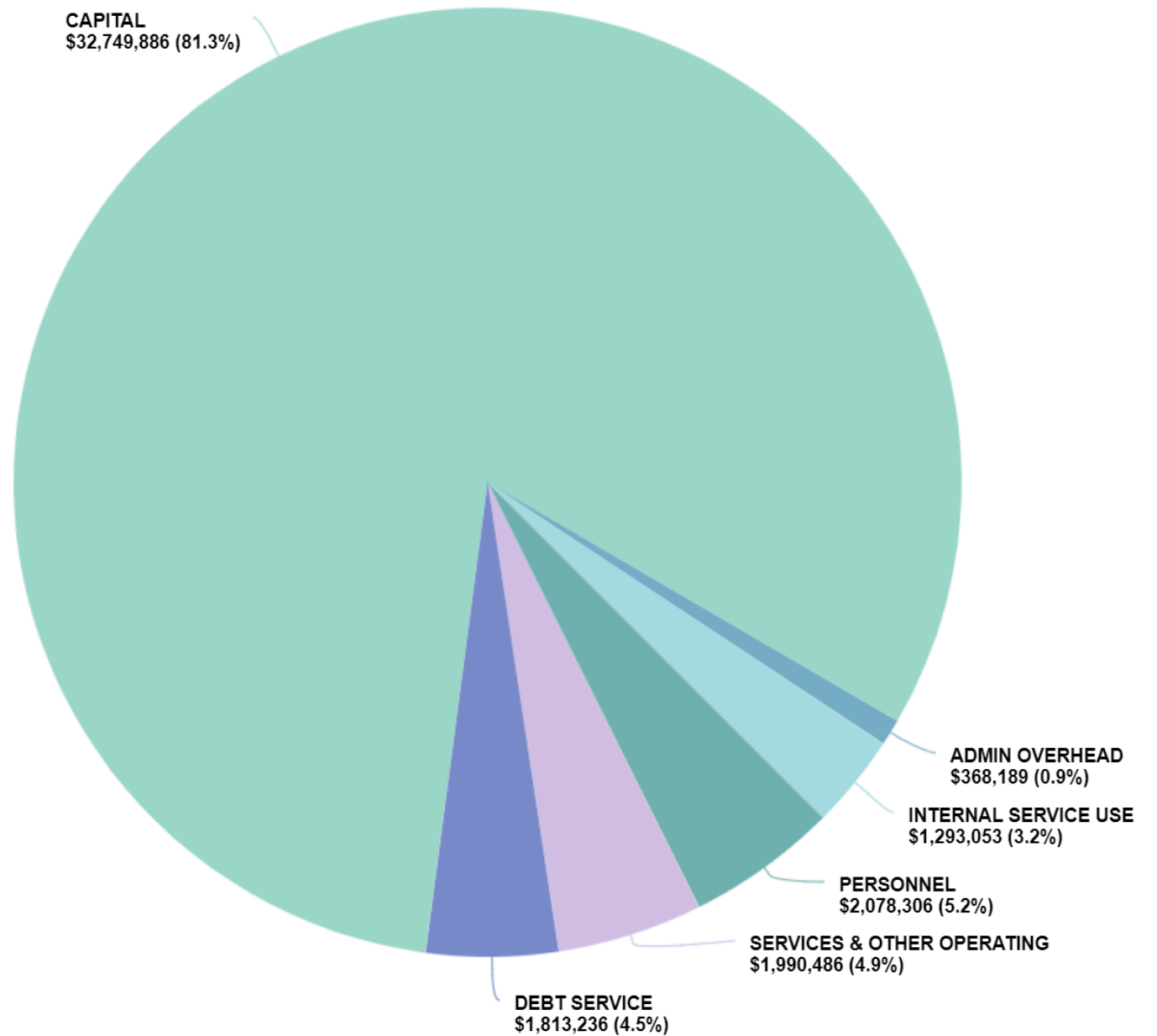
• Revenues	\$40.8 million
• Other sources	\$300K
• Expenditures	\$40.3 mil
• Estimated ending fund balance	\$9.9 mil
• Working capital reserve %	25%



Revenues and Other Inflows

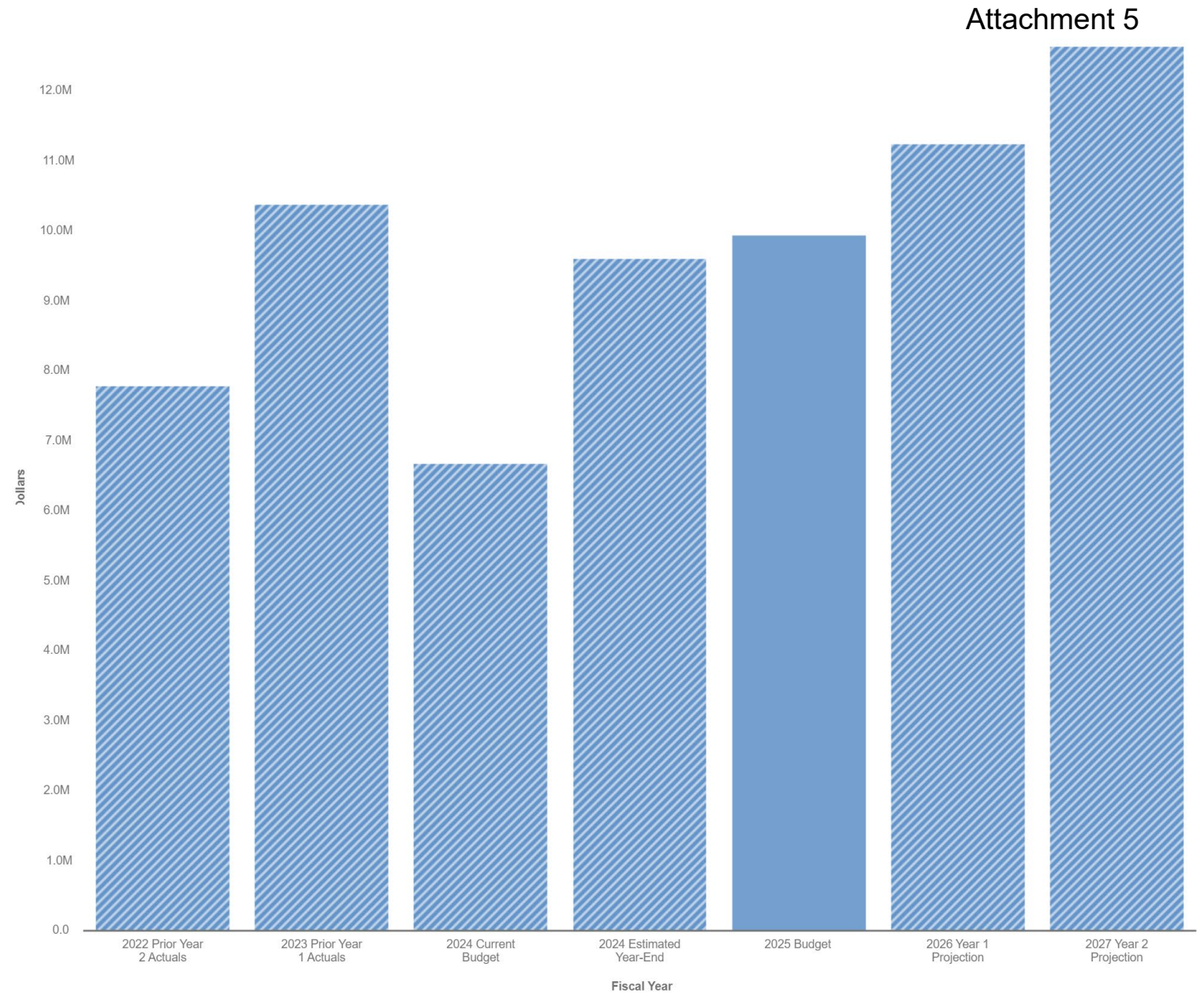
Water Enterprise



Appropriations by
CharacterWater
Enterprise
(cont)

Working Capital

Water Enterprise (cont)



Wastewater Enterprise



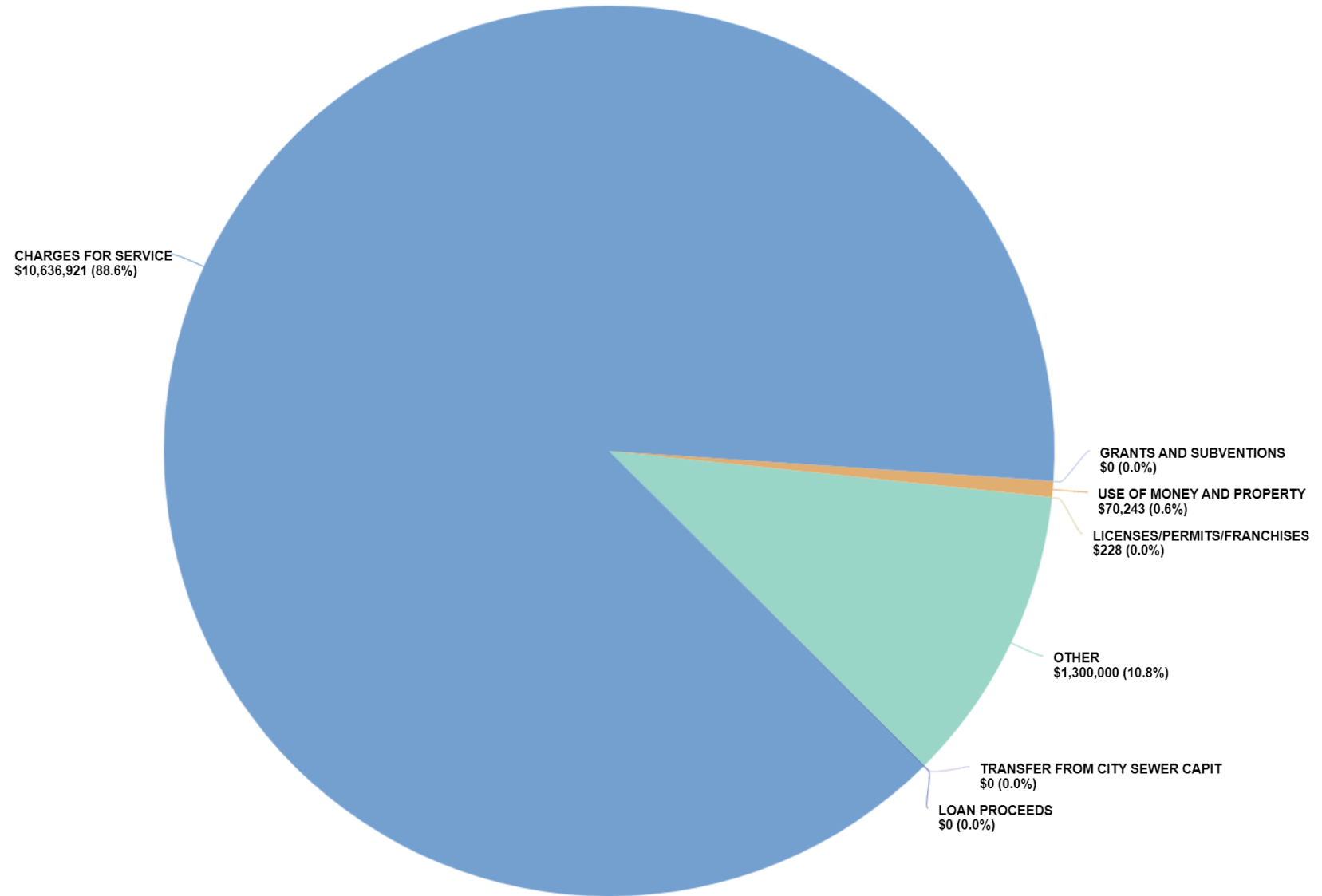
Wastewater Enterprise Summary

- Revenues \$10.7 million
- Expenditures \$13.3 mil
- Other financing sources \$1.3 mil
- Estimated ending fund balance \$393K
- Working capital reserve % 3%
- Assumes a rate adjustment in October



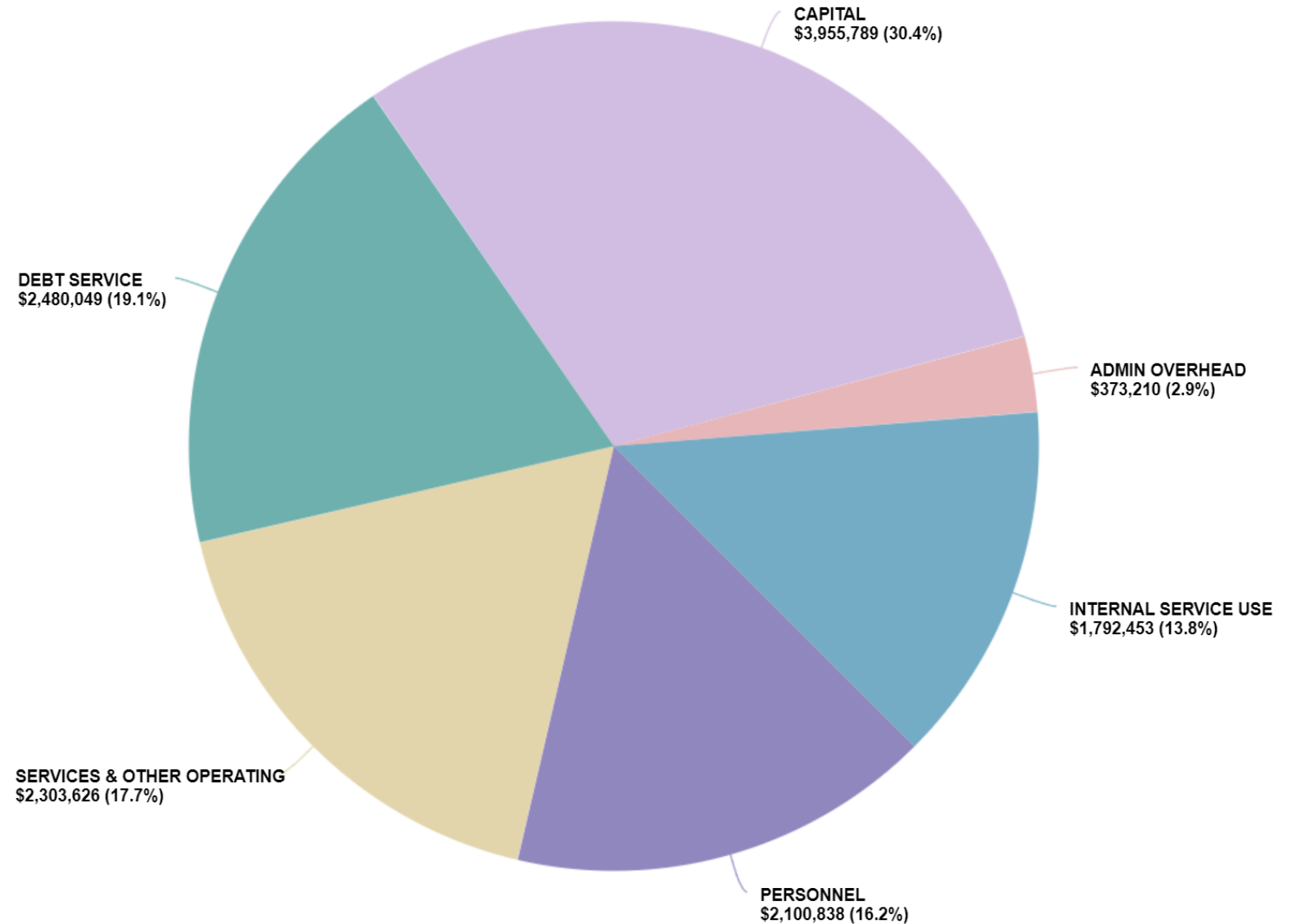
Revenues and Other Inflows

Wastewater Enterprise



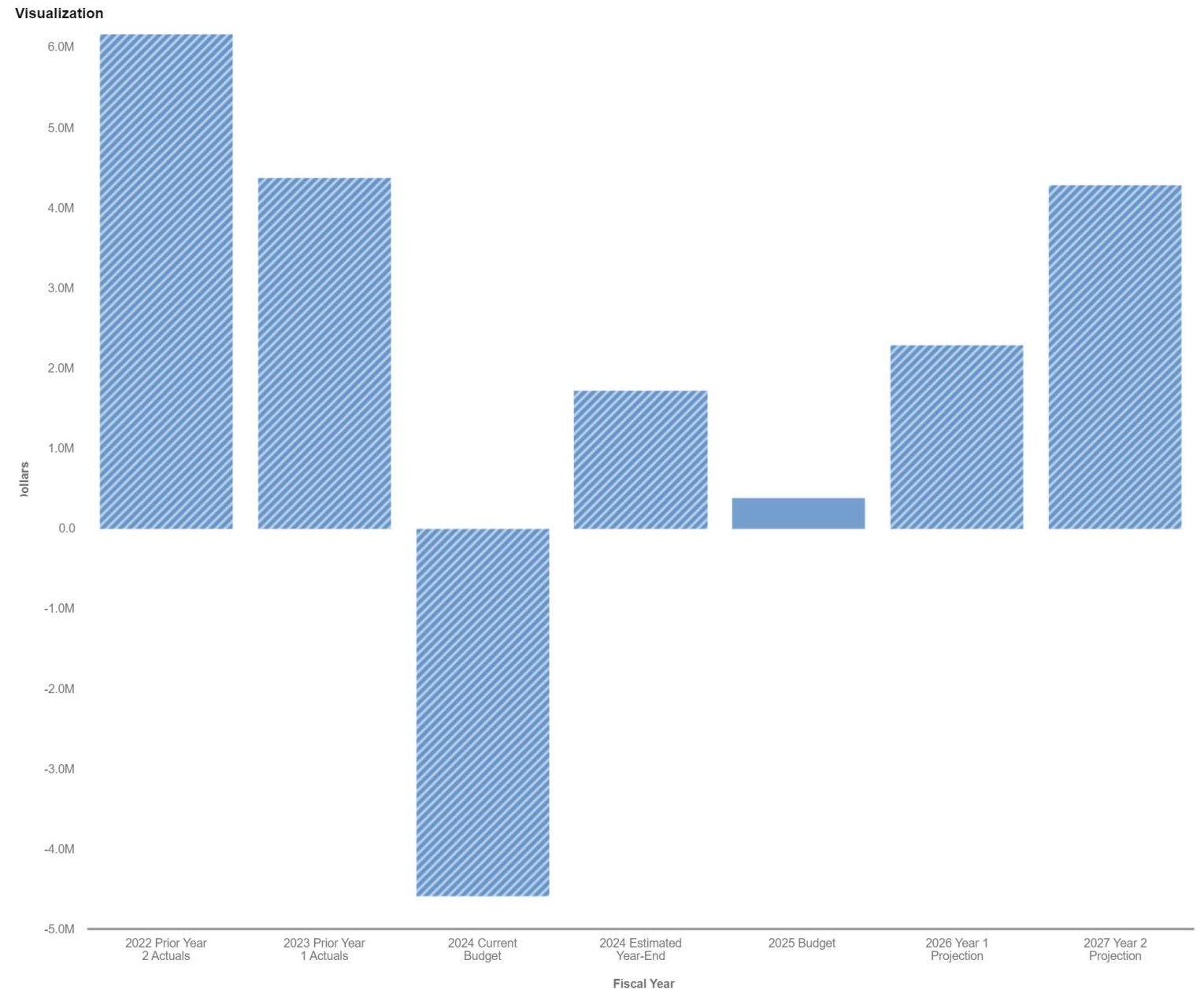
Appropriation by
Character

Wastewater Enterprise (cont)



Working Capital

Wastewater Enterprise (Cont)

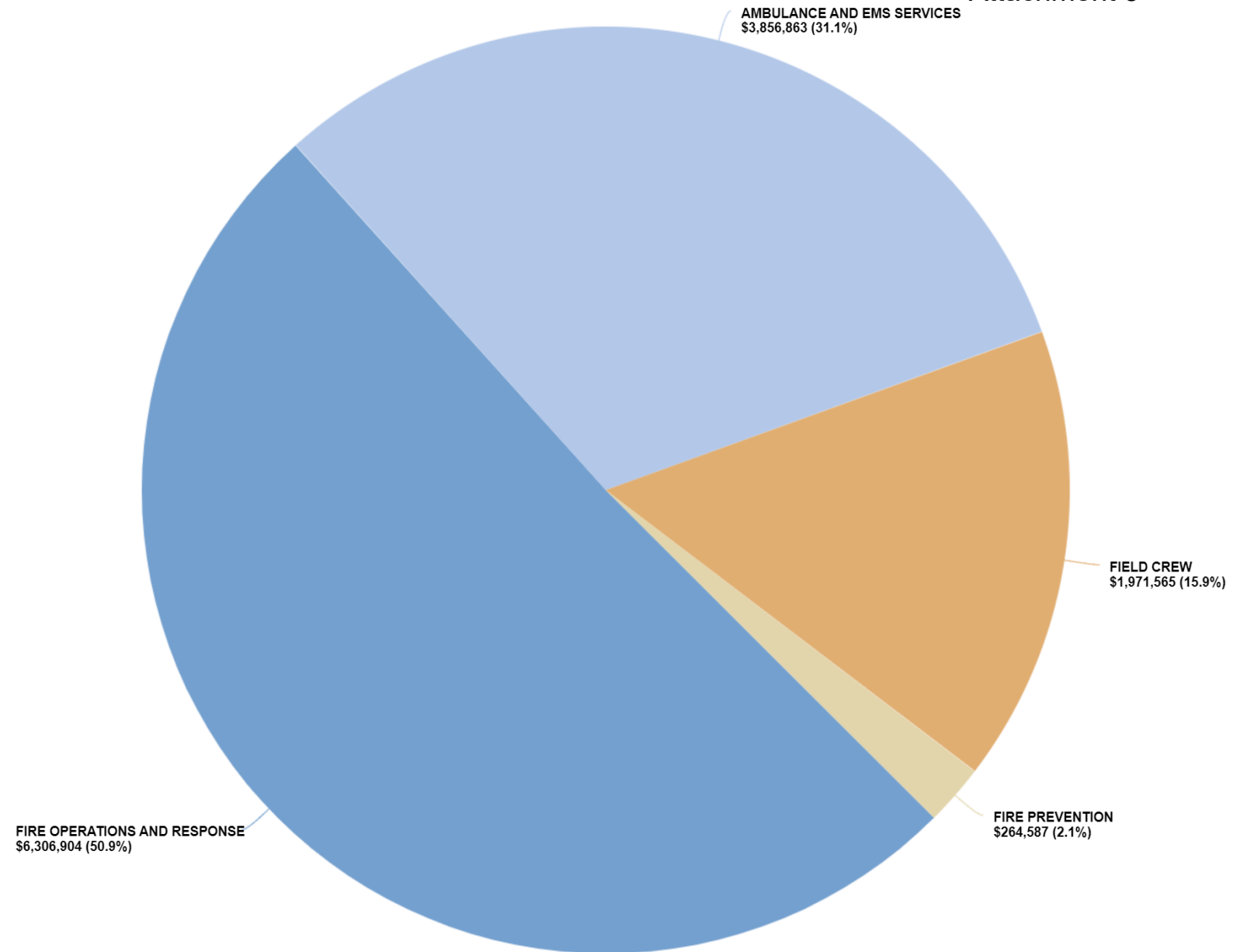


Ukiah Valley Fire Authority (UVFA)

Partnership Between City of Ukiah and Ukiah
Valley Fire District

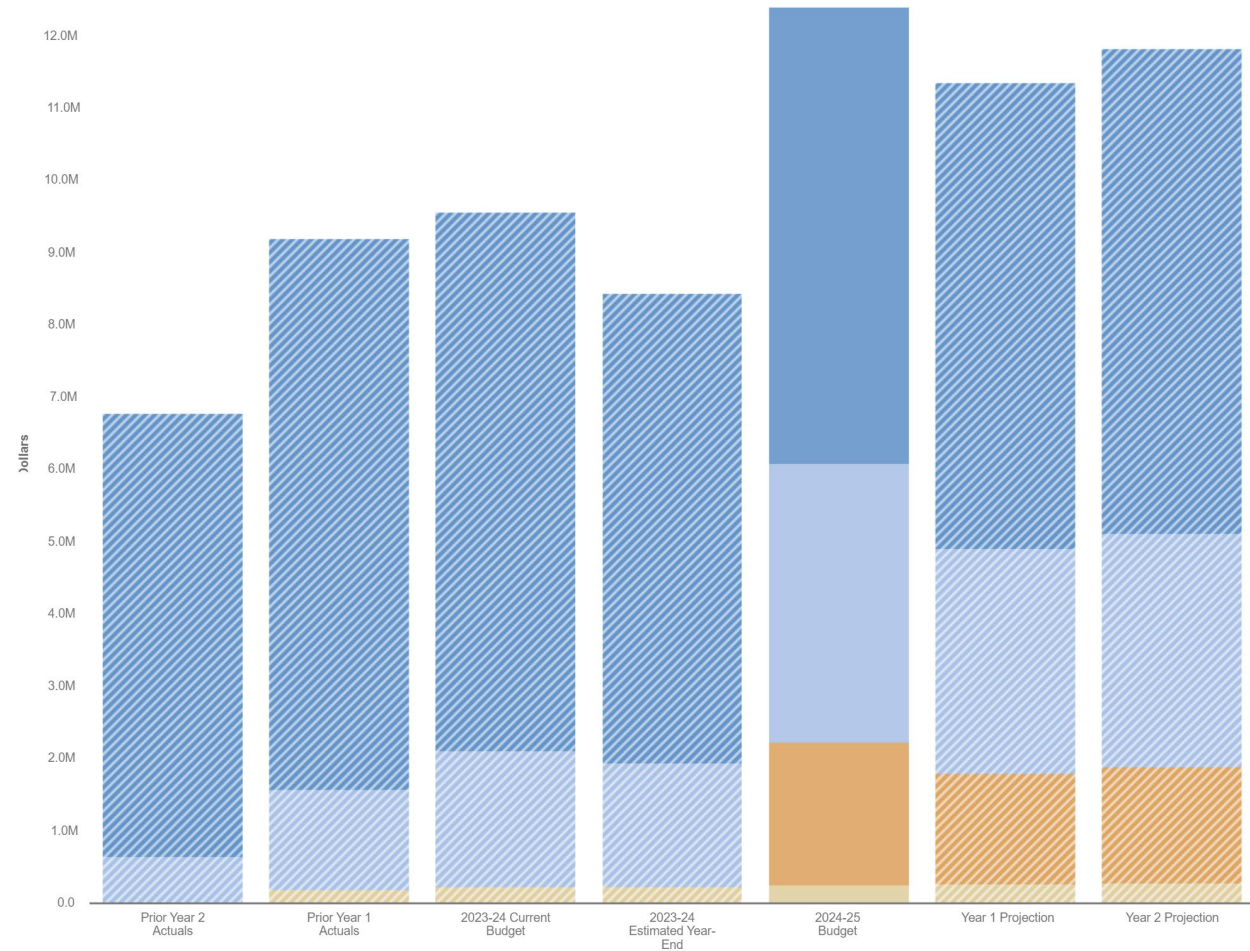
Activities

UVFA



UVFA (cont)

UVFA Expenditures Over Time



UVFA (cont)

Contribution Share

RECONCILIATION TO TOTAL CONTRIBUTION SHARE								
	Prior Year 2	Prior Year 1	2023-24 Current	2023-24 Estimated				
	Actuals	Actuals	Budget	Year-End		2024-25 Budget	Year 1 Projection	Year 2 Projection
	2022	2023	2024	2024		2025	2026	2027
GENERAL FUND	\$ 4,115,100	\$ 6,422,165	\$ 3,766,862	\$ 3,988,530	\$	3,542,593	\$ 3,448,403	\$ 3,551,855
CITY PROP 172	36,729	-	14,481	14,481		-	-	-
UVFD GENERAL FUND	1,611,127	2,312,869	2,588,177	2,574,578		3,258,099	3,360,522	3,466,264
UVFD PROP 172	167,146	38,986	104,990	104,990		105,071	108,223	111,470
UVFD MEASURE B	67,491	220,838	630,418	284,843		152,937	58,131	58,330
UVFD MITIGATION FEES	16,341	26,789	112,710	83,720		140,721	144,321	148,029
Total	\$ 6,013,934	\$ 9,021,647	\$ 7,217,638	\$ 7,051,144	\$	7,199,421	\$ 7,119,599	\$ 7,335,948
Share:								
City	69.04%	71.19%	52.39%	56.77%		49.21%	48.44%	48.42%
UVFD	30.96%	28.81%	47.61%	43.23%		50.79%	51.56%	51.58%

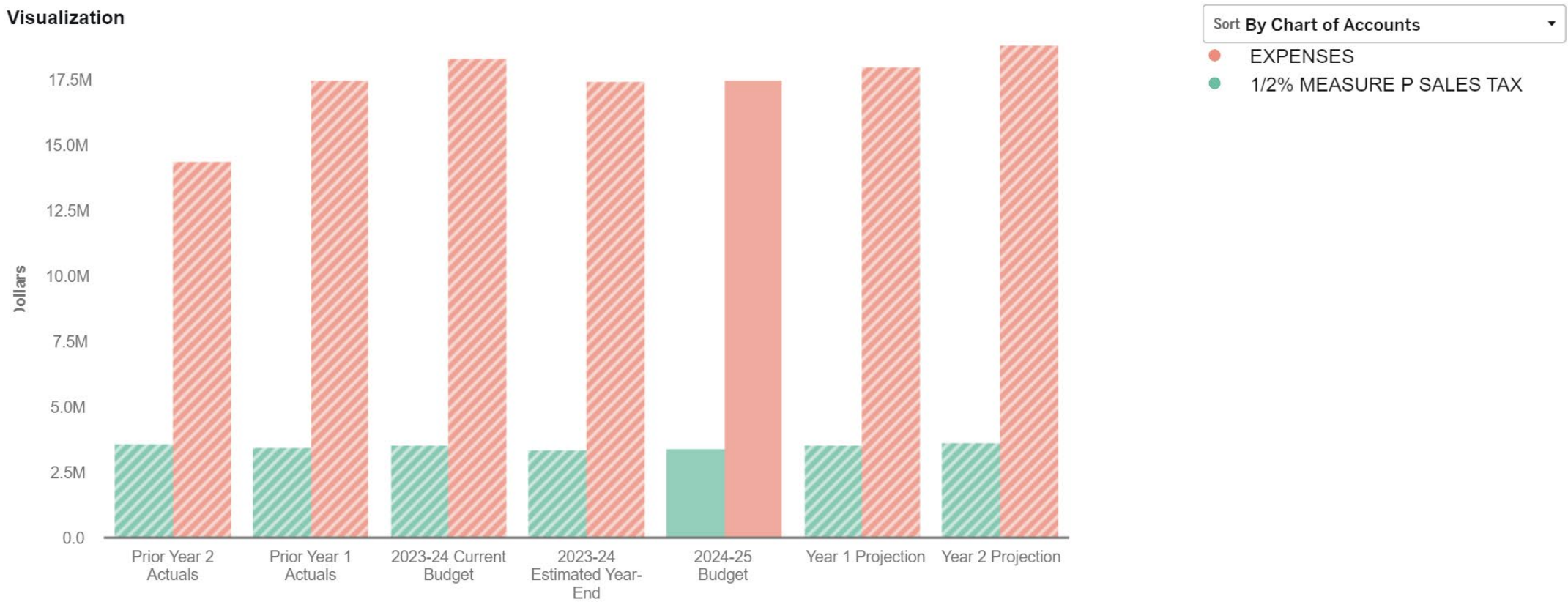
Note: does not include revenues generated by joint fire activities (e.g. grants, OES reimbursements, charges for service), ambulance services, or field crew operations.

Measure P

Measure P

Revenue v. Expenditures

Visualization



FY 2023-24

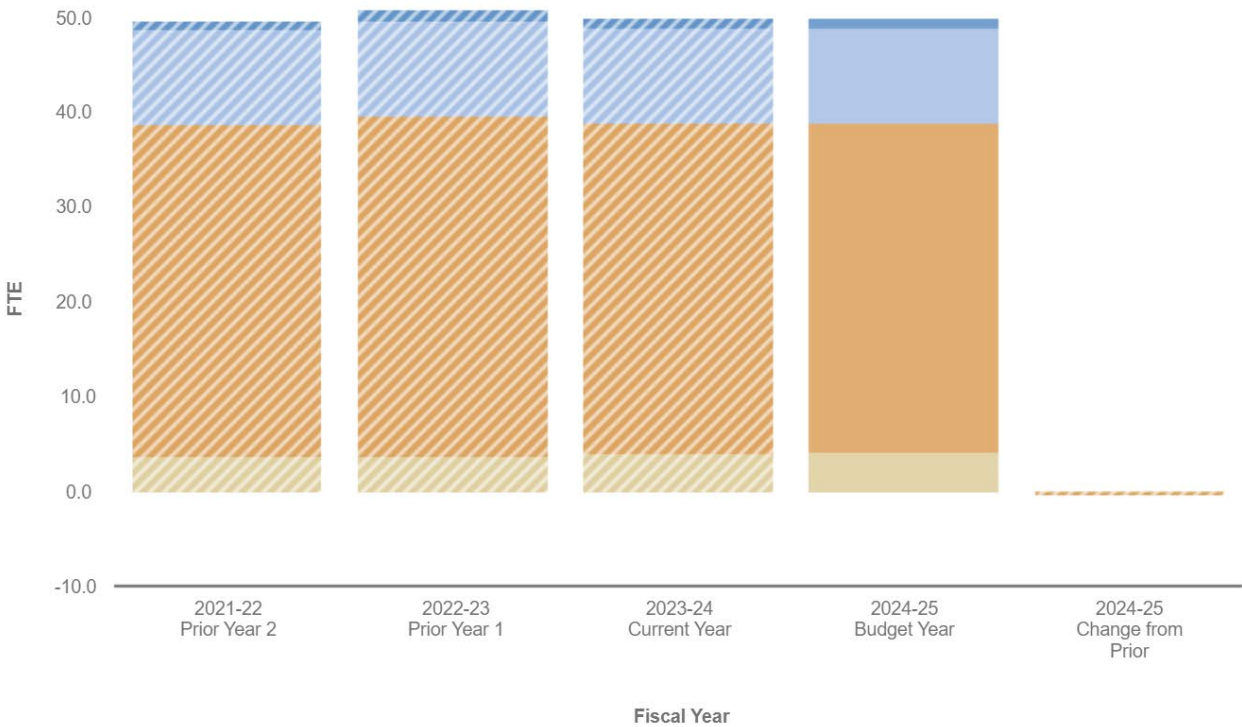
Measure P (cont)

Police Personnel

50 FTE (32 Sworn)

Budget 2025: Personnel

Visualization



Sort By Chart of Accounts

- EXECUTIVE
- MANAGEMENT
- PROFESSIONAL
- ADMINISTRATIVE & TECHNICAL

Measure P (cont)

Attachment 5

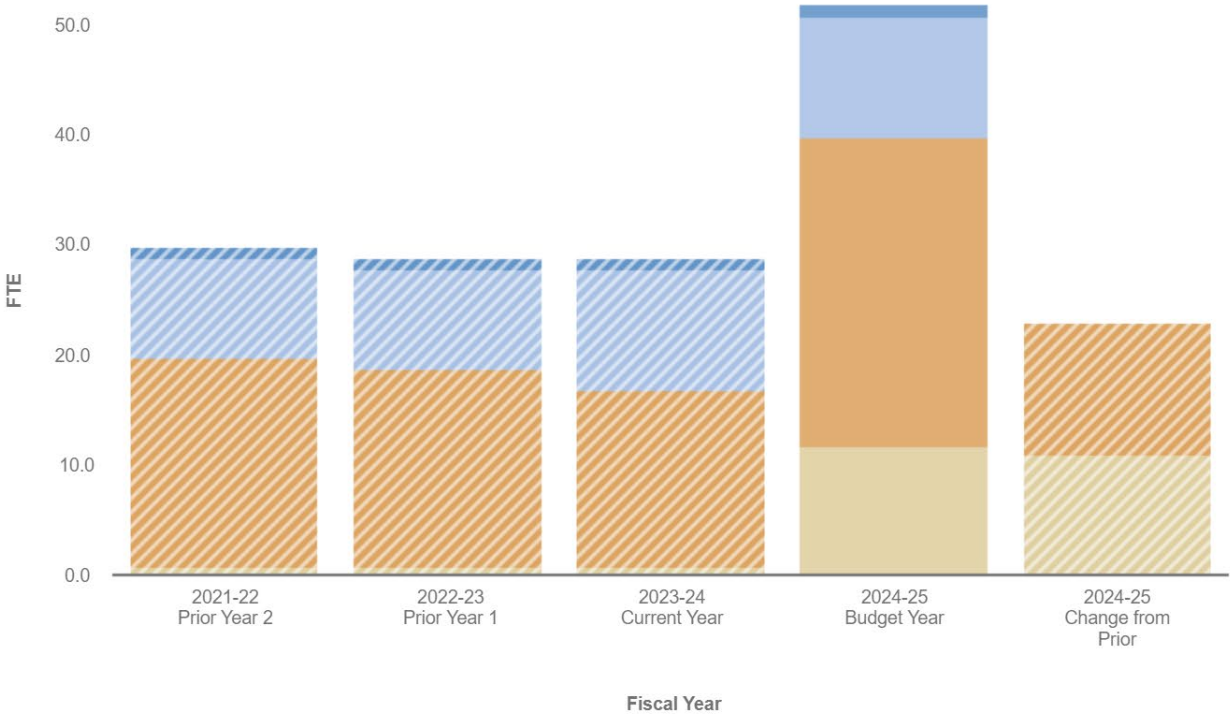
Fire Personnel

51.8 FTE

Increase of 23 FTE from 2023

Budget 2025: Personnel

Visualization



Sort By Chart of Accounts

- EXECUTIVE
- MANAGEMENT
- PROFESSIONAL
- ADMINISTRATIVE & TECHNICAL

FTE Changes

Personnel

FTE Count

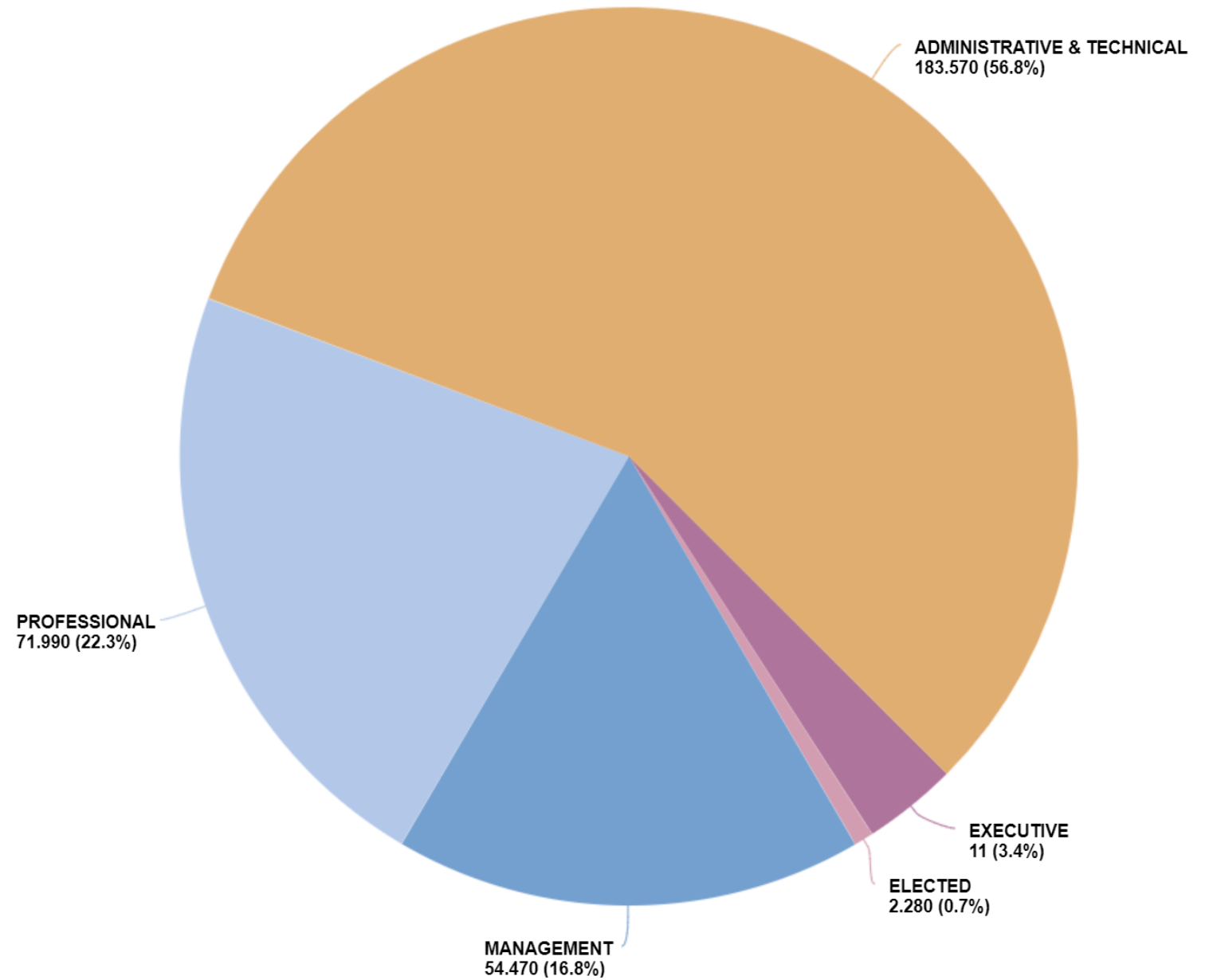
Our Team

323.31 FTE

- Up 21.88 from FY 2023

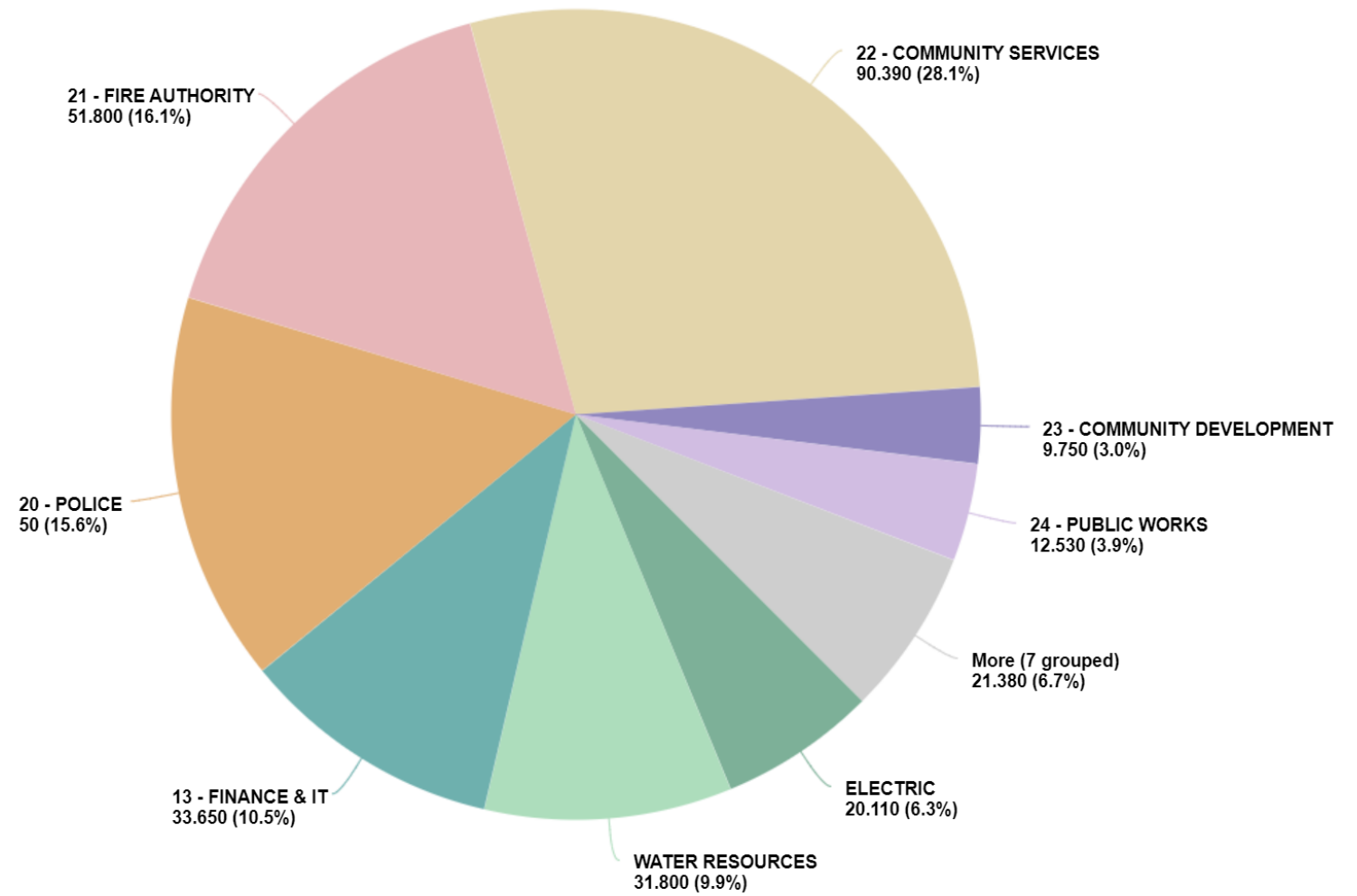
FTE Count by Class

Our Team (cont)

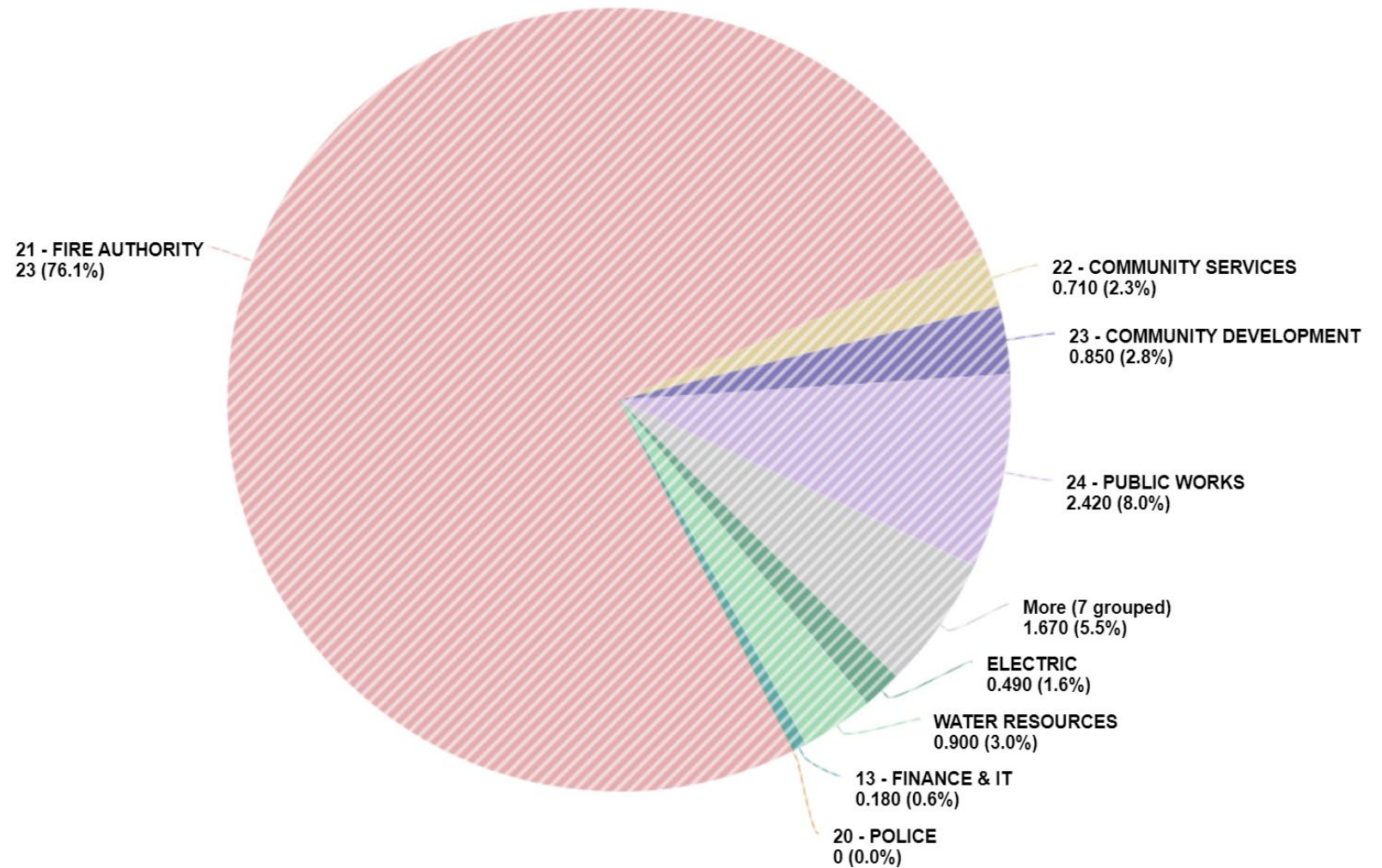


FTE by Department

Our Team (cont)



FTE Changes by Class

Our Team
(cont)

Personnel FTE Changes

FTE CHANGES

Position	Department	FTE	Comment
New or enhanced positions:			
(6437) Customer Services Team Leader	Finance	1.00	Reinstate position; add 1 additional FTE and reclass 1 CSR
(7816) Meter Reader (Part-time, 32-Hour)	Finance	0.80	For additional services related to new water accounts.
(4020) Fire-Fuels Crew Superintendent	Fire	1.00	To staff 5-year federal grant for fire-fuel reduction activities.
(4021) Fire-Fuels Crew Squad Boss	Fire	2.00	To staff 5-year federal grant for fire-fuel reduction activities.
(4022) Fire-Fuels Crew Member	Fire	8.00	To staff 5-year federal grant for fire-fuel reduction activities.
(4063) Ambulance Operator/EMT	Fire	6.00	To staff new contract with Adventist Health for Interfacility transfer services.
(4065) Ambulance Operator/Paramedic	Fire	6.00	To staff new contract with Adventist Health for Interfacility transfer services.
(6834) Deputy City Clerk	City Clerk	0.50	For additional services related to new water accounts; budgeted for 1/2 year.
		25.30	

FTE CHANGES

Position	Department	FTE	Comment
Frozen:			
(6343) Engineering Technician II	Public Works	-1.00	
(2623) GIS Analyst II	Community Development	-1.00	
(6631) Horticulturist	Community Services	-1.00	
(6331) Public Works Maintenance I	Public Works	-1.00	
		-4.00	
	Total FTE Change	21.30	

Personnel Reclasses

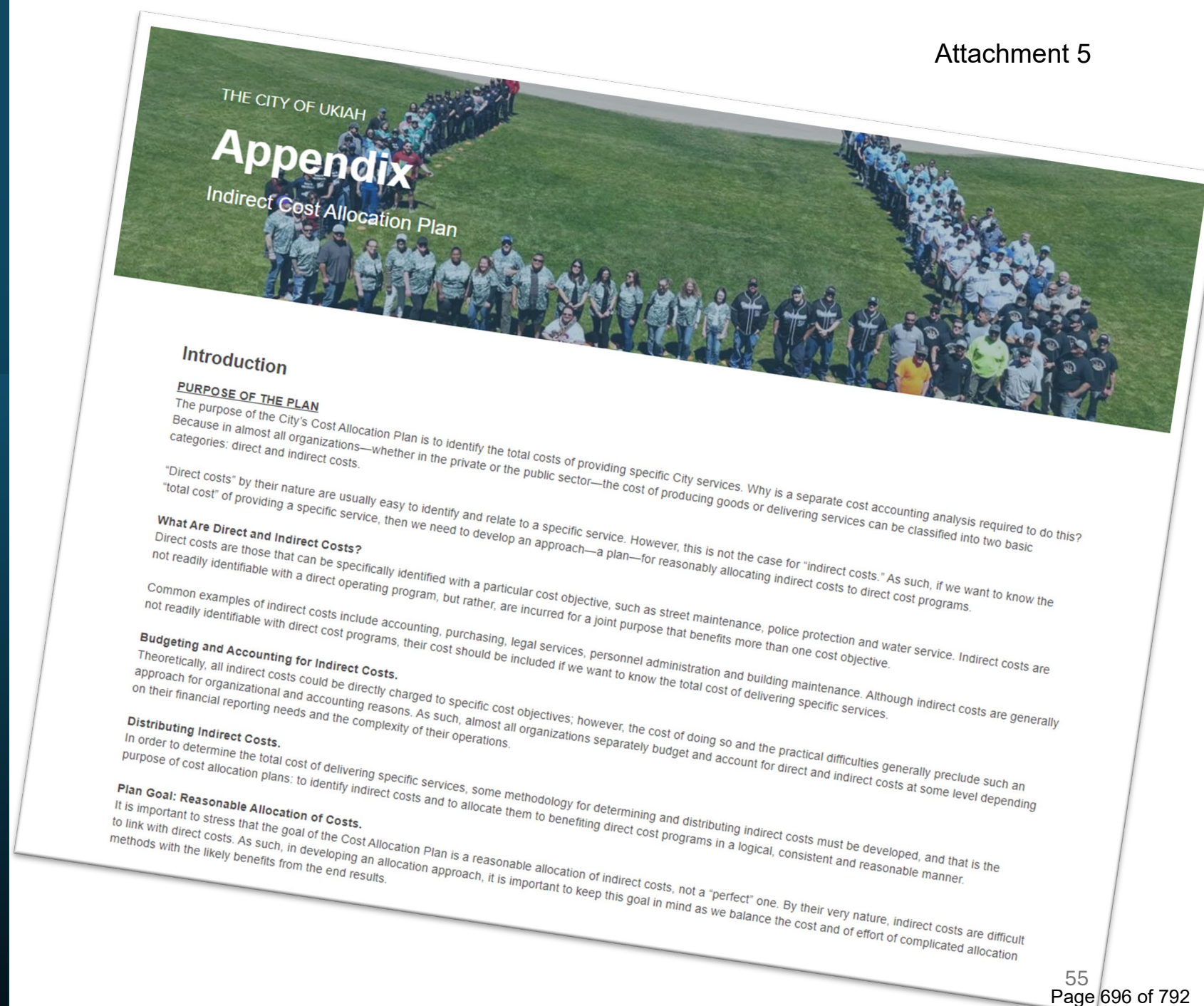
FTE RECLASSIFICATIONS

Position		Department	FTE	Comment
Former:	Proposed:			
(6037) Department Analyst	(2659) Management Analyst II	Public Works	1.00	Promotion and reclassification of existing Analyst.
(6037) Department Analyst	(2715) Management Analyst I	Human Resources/Risk Management	1.00	Promotion and reclassification of existing Analyst.
(6237) Assistant Accountant	(2735) Associate Accountant	Finance	1.00	Promotion and reclassification of existing Accountant.
(6328) Financial Services Specialist I	(6634) Human Resources/Payroll Specialist	Human Resources/Risk Management	1.00	Reclassification of position due to HR/Payroll improved efficiencies.
(6330) Customer Services Representative	(6437) Customer Services Team Leader	Finance	1.00	Reclassification due to needs of bringing on more utility accounts.
(1526) Public Works Director/City Engineer	(1526) Public Works Director/City Engineer	Public Works	1.00	Reclassification to new salary range.
(1571) Fire Chief	(1571) Fire Chief	Fire Chief	1.00	Reclassification to new salary range.
(1550) Community Development Director	(1550) Community Development Director	Fire	1.00	Reclassification to new salary range.
(1560) Community Services Director	(1560) Community Services Director	Community Services	1.00	Reclassification to new salary range.
(1540) Deputy City Manager	(1540) Deputy City Manager	City Manager's Office	1.00	Reclassification to new salary range.
(1567) Finance Director	(1567) Finance Director	Finance	1.00	Reclassification to new salary range.
(1568) Human Resources/Risk Management Director	(1568) Human Resources/Risk Management Director	Human Resources/Risk Management	1.00	Reclassification to new salary range.
(1566) Water Resources Director	(1566) Water Resources Director	Water Resources	1.00	Reclassification to new salary range.
(2582) Assistant Finance Director	(2582) Assistant Finance Director	Finance	1.00	Reclassification to new salary range; unfilled
(2573) Deputy Director of Public Works	(2573) Deputy Director of Public Works	Public Works	1.00	Reclassification to new salary range, unfilled
(2589) Senior Civil Engineer	(2589) Senior Civil Engineer	Public Works	2.00	Reclassification to new salary range.
(2674) Fleet & Facility Maintenance Manager	(2674) Fleet & Facility Maintenance Manager	Public Works	1.00	Reclassification to new salary range.
(2637) City Clerk	(2637) City Clerk	City Manager's Office	1.00	Reclassification to new salary range.
(2671) Airport Manager	(2671) Airport Manager	City Manager's Office	1.00	Reclassification to new salary range.
(2593) Community Services Supervisor	(2593) Community Services Supervisor	Community Services	1.00	Reclassification to new salary range.
(2601) Financial Services Manager	(2601) Financial Services Manager	Finance	2.00	Reclassification to new salary range.
(2592) Controller	(2592) Controller	Finance	2.00	Reclassification to new salary range.
(2591) Senior Management Analyst	(2591) Senior Management Analyst	Human Resources/Risk Management	2.00	Reclassification to new salary range.
(2622) Housing & Grant Manager	(2622) Housing & Grant Manager	Community Development	1.00	Reclassification to new salary range.
(2731) Payroll Administrator	(2731) Payroll Administrator	Finance	1.00	Reclassification to new salary range.
(2588) Senior Information Technology Specialist	(2588) Senior Information Technology Specialist	Finance	1.00	Reclassification to new salary range.
(2725) Purchasing Manager	(2725) Purchasing Manager	Finance	1.00	Reclassification to new salary range.
(6435) Parks/Golf Lead Worker	(6435) Parks/Golf Lead Worker	Community Services	1.00	Reclassification to new salary range.
(6142) Lead Equipment Mechanic	(6142) Lead Equipment Mechanic	Public Works	1.00	Reclassification to new salary range.
(6044) Water & Sewer Lead Worker	(6044) Water & Sewer Lead Worker	Water Resources	1.00	Reclassification to new salary range.

Indirect Cost Allocation

Indirect Cost Allocation

The Plan



Indirect Cost Allocation

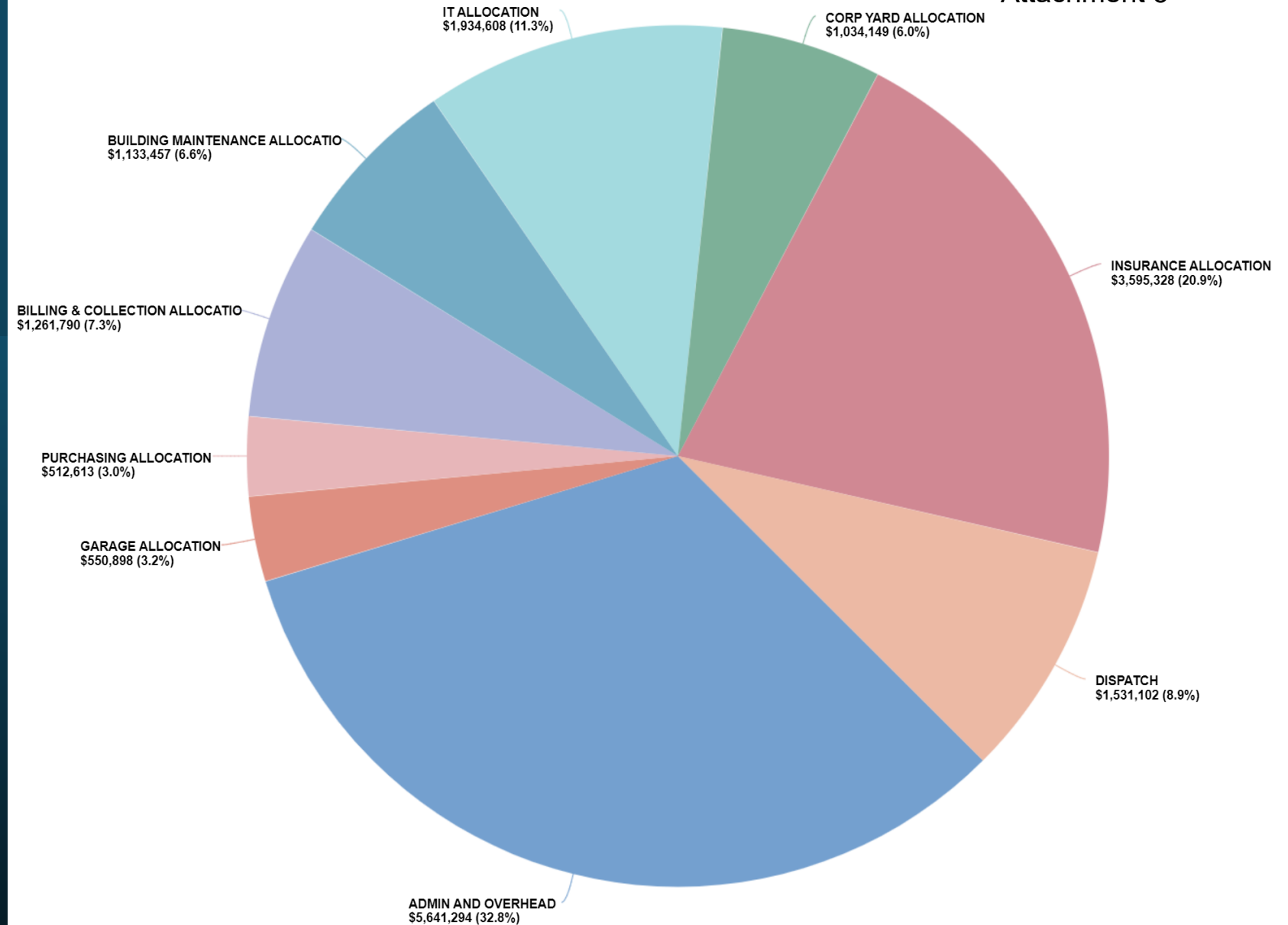
What is it?

- Used to allocate indirect costs to direct cost centers
- Direct costs + indirect costs = total cost
- Effectively an accounting and reporting function
- Not an offset of general fund costs
- No one way to allocate
 - Basic principles:
 - Logical
 - Consistent
 - Reasonable

Basis and Methodology

Administrative and Overhead	Basis of Allocation
City Council	% of Budget
City Manager	% of Budget
City-Wide Admin Services	% of Budget
Community Outreach/PIO	% of Budget
City Clerk	% of Budget
Economic Development	% of Budget
Emergency Management	% of Budget
Disbursements (AP, Payroll)	% of Budget
Accounting and Budgeting	% of Budget
City Attorney	% of Budget
City Treasurer	Prior Year Interest
Human Resources	FTE
Grant Program Management	% of Budget
Internal Services	
Worker's Comp	% of Salary
Insurance Liability	Risk assessment
Garage	Labor and parts
Purchasing	Contractual services and supplies
Billing & Collections	Billable revenues
Dispatch	Call volume
Buildings, Grounds, and Corp Yard	Square footage and total budget
Information Technology	FTE

Indirect cost center budget and allocations



Indirect Rate

Internal Services

11.28%

Admin and overhead

5.47%

Total

16.75%

Note: allocations have been discounted for increased fuel, utility, and power purchase costs.

Indirect Cost Allocation Plan Review Project

- Finance completed preliminary review of indirect cost centers
 - Focused on:
 - City Manager's Office
 - City Attorney
 - HR
 - Accounts Payable (Finance)
 - Payroll (Finance)
 - Procurement (Finance)
 - IT
- Applied an alternate measurement methodology to compare to current methodology
- Preliminary results analyzed
 - Alternative allocation generally mirrors current allocation

Indirect Cost Allocation Plan Review Project

- Certain costs have increased at a faster rate than others

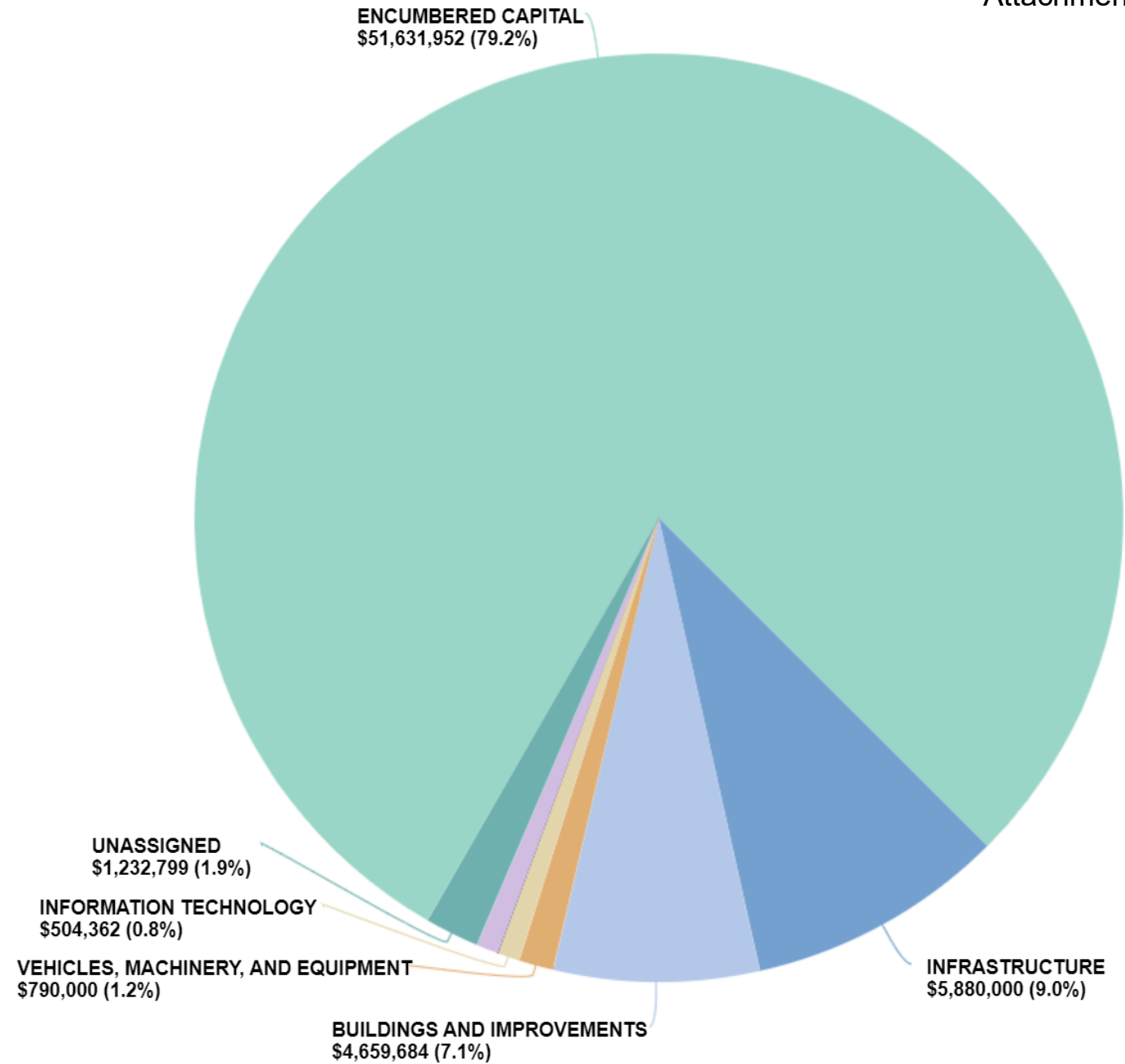
	<u>% CHANGE SINCE 2016</u>
UTILITIES	57.86%
FUEL & FLUIDS	168.26%
NCPA PLANT GENERATION	-223.14%
NCPA POWER PURCHASES	181.47%
NCPA TRANSMISSION	83.54%
AVIATION FUEL	19.62%
	50.13%

- Discounted these commodity values in the 2025 allocation

CIP Review and Input

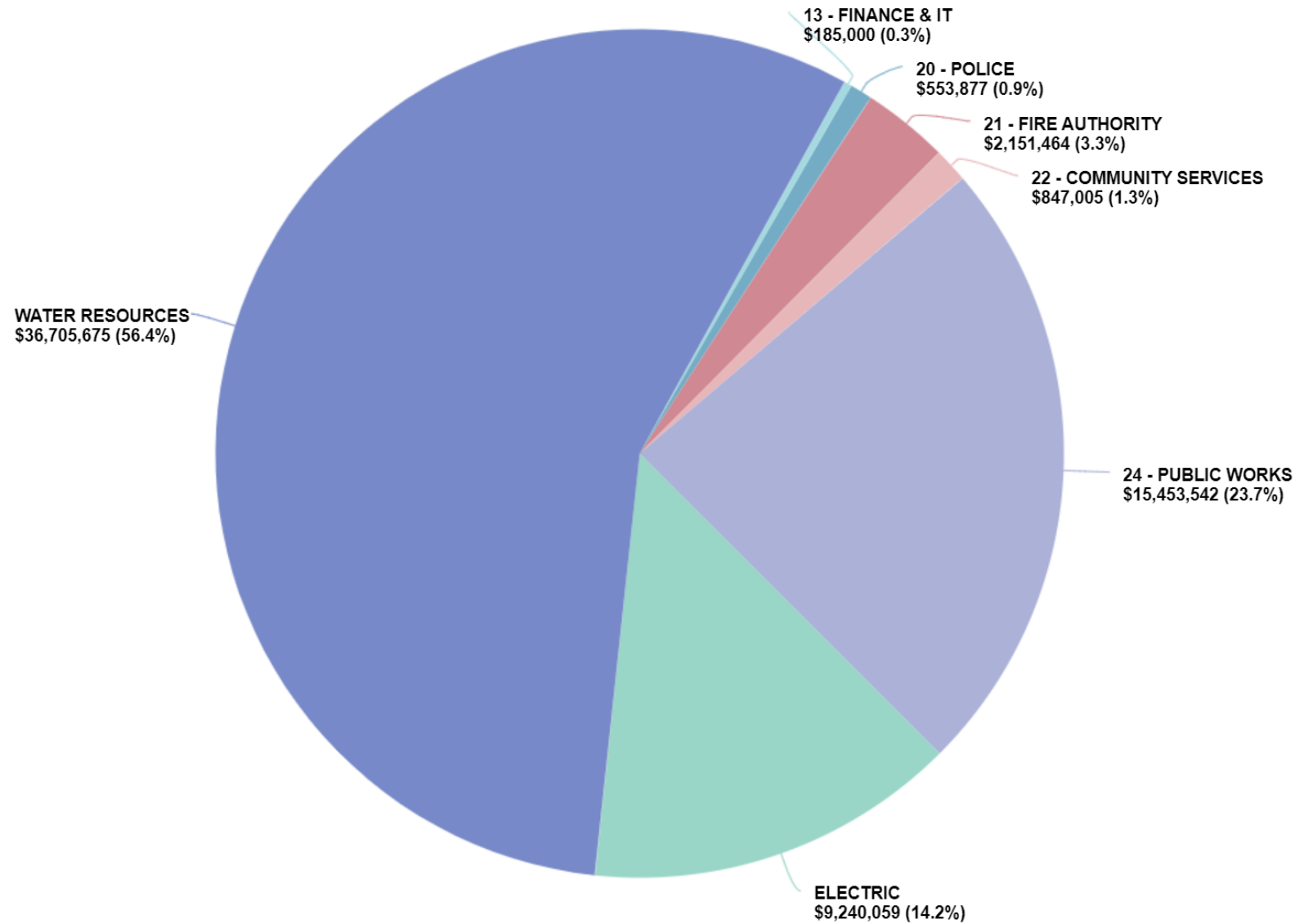
By Category

CIP



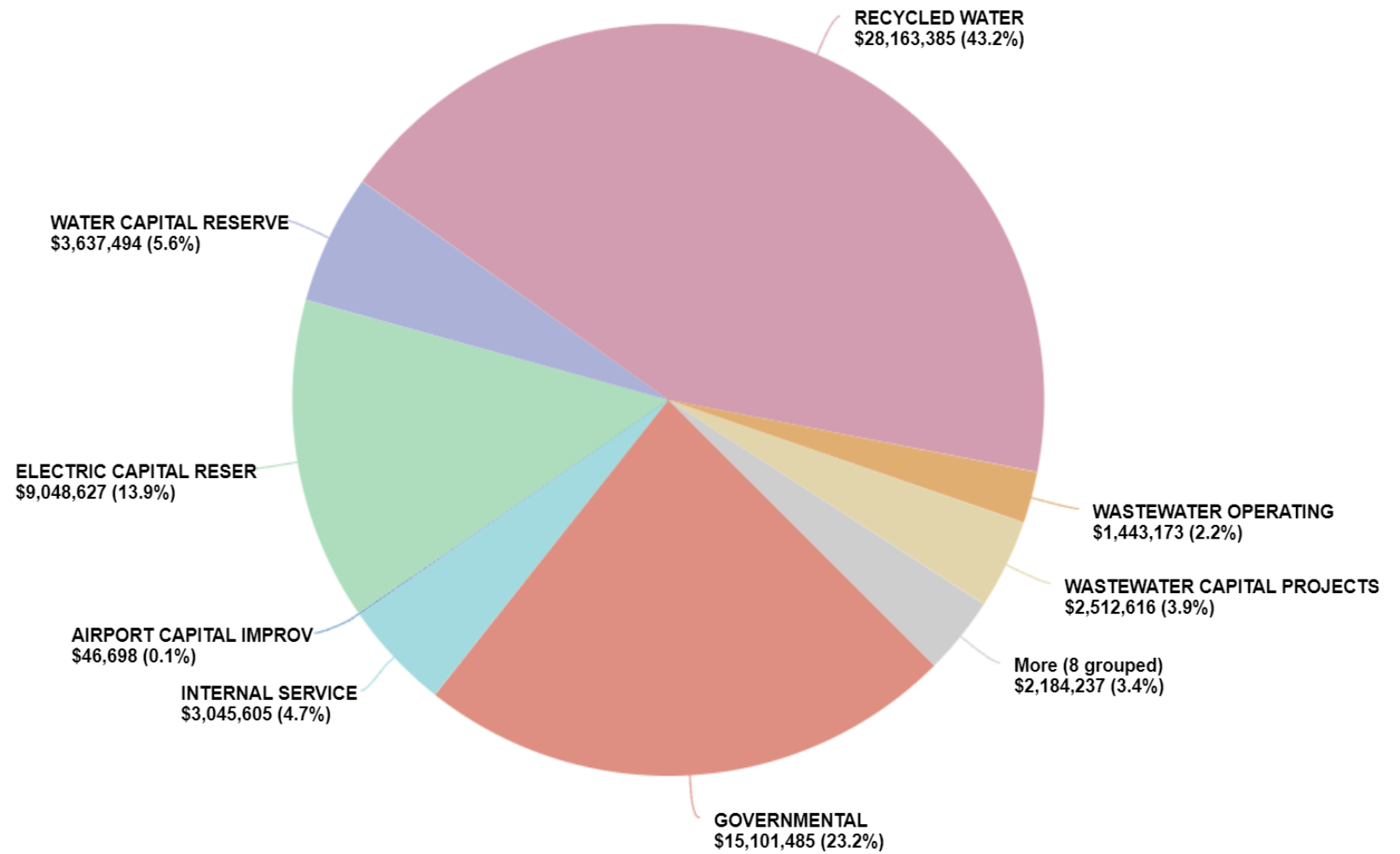
By Department

CIP



By Fund

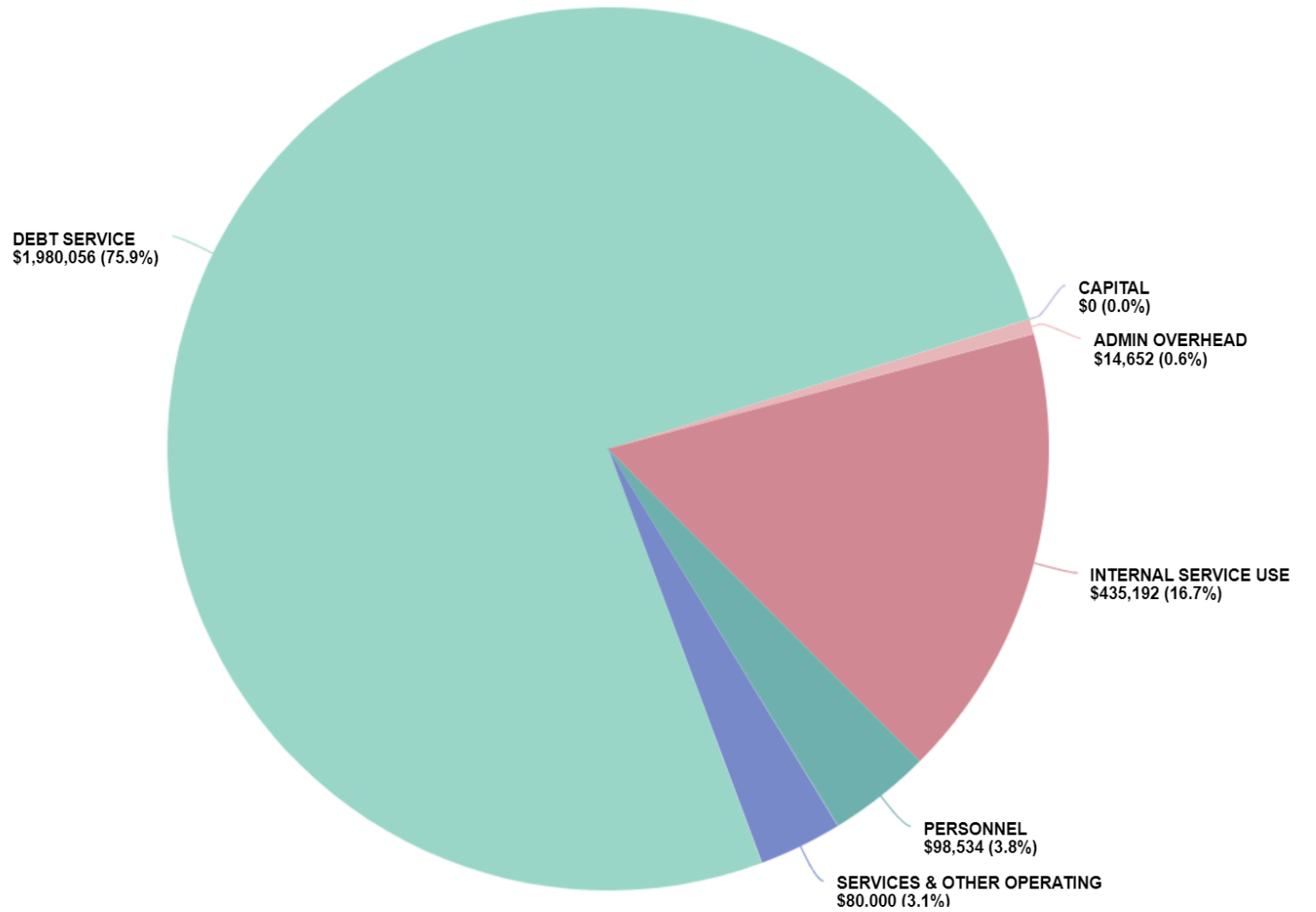
CIP



Measure Y

Uses

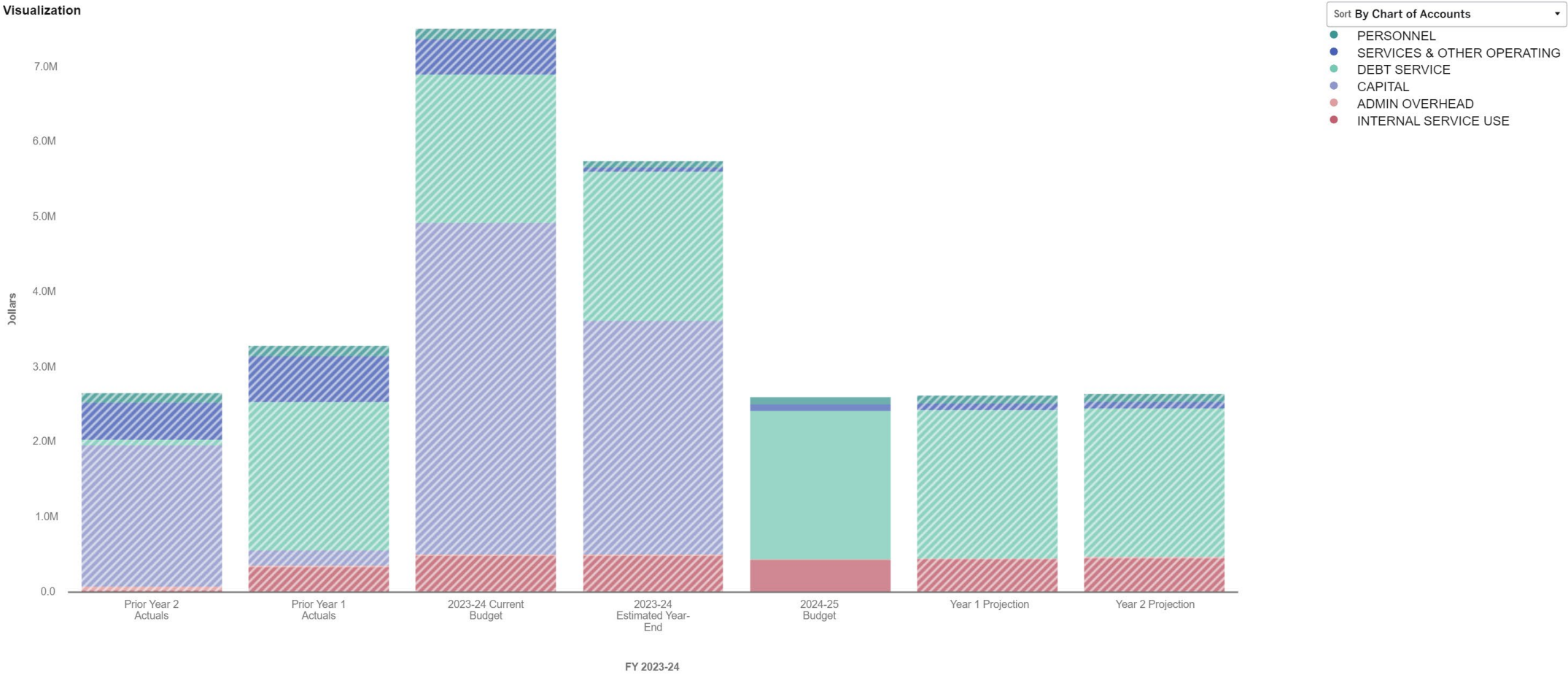
Measure Y



Measure Y (cont)

Uses

Visualization



Remaining Budget Schedule

Remaining Schedule

Key Dates

June 4	Departmental budget presentation (cont), 3:00 PM start
June 5 (tentative)	Departmental presentations (cont), if needed, 3:00 PM start
June 19	Further consideration and adoption
July 17	Completed document on consent calendar (receive and file)

Questions

Recognition 7th Consecutive Year





Fin

BUDGET APPROVAL AGREEMENT

This Agreement is entered on July 1, 2024, in Ukiah, California, between the City of Ukiah ("City"), a general law municipal corporation, and the Ukiah Valley Sanitation District ("District"), a county sanitation district.

1. The City and the District agree to approve as shared costs of the Combined CITY/DISTRICT Sewer System ("Combined System") for fiscal year 2024-25 the City budget for direct expenditures of personnel, operations, and capital outlay, and the indirect expenditures of internal service use of the Wastewater Enterprise, as set forth in the attached Exhibit A. Total *direct* operating budgeted costs, defined as costs of Personnel and Operations in Exhibit A of \$[4,726,636] as well as an Operating Indirect Rate ("OIR") on such costs of 14.20% and increased shared insurance premiums \$[1,181,244] for a total operating budgeted estimate of \$[5,907,880] will be shared []% District and []% City. This share is for 2024-25 fiscal year and will be effective July 1, 2024.

Total *direct* costs of \$[1,443,173] for Capital Outlay, including encumbrances to be expended in the 2024-25 fiscal year in Exhibit A will be funded by both the City and District at []% District and []% City, as well as an Indirect Rate on such costs incurred not to exceed 9.0%, which is the five-year average of Indirect Costs incurred and budgeted by the Combined System related to purchasing, insurance, and other applicable indirect costs, excluding administrative and overhead. This rate will be referred to as the Capital Indirect Rate ("CIR"). The City and District will use the CIR on all Capital Outlay with costs less than \$200,000 unless either party desires to negotiate the rate for any individual project. The indirect rate will be negotiated for projects over \$200,000 based on an estimate of required indirect costs to complete the capital project. The City Engineer or City's Water Resources Director will communicate verbally or in writing to the District Manager when such expenditures are expected to accrue. The District will pay to the City the District's share of the cost for an approved capital expense within fifteen (15) days of the date of an invoice given to the District for that expense. On and after the effective date of this Agreement, any portion of capital projects paid by the District will be capitalized on its books as intangible assets and depreciated.

The shared costs presented in Exhibit A exclude District and City administrative and other overhead costs allocated directly to the wastewater activities of the City and District. The City and District shall incur 100% of each agency's own administrative and other costs not shown on Exhibit A.

2. For any costs incurred for District-only activities or projects (e.g. a main line replacement of a District asset), that the City is required to perform or contracted to perform on the District's behalf, the City may include in total project costs an amount to cover the City's indirect administrative and overhead costs. Before the City is required to perform the work, the parties shall negotiate and agree on the amount thereof to include in the project costs to be paid by the District. In the event of an emergency or urgent need to commence work before

the parties can negotiate and agree on the total project costs, including indirect administrative and overhead costs, the City and the District shall negotiate and agree on those costs before a final cost settlement is made.

3. The District shall pay to the City by the 1st of every month starting July 1, 2024, 1/12th of the District's share of the agreed operating budget (Personnel, Operations, and Operating Indirect Rate) shown in Exhibit A (i.e., $\$492,323.33 \times 0.5009 = \$246,604.76$). City is not required to generate an invoice for these payments which are fixed monthly payments to the City by the District. As provided in Section II.D.4.a of the Operating Agreement, the City and District will review every quarter the actual costs incurred. The City and District will reconcile differences between actual costs incurred, budget costs, and over/under payments made by either agency no later than 90 days after the end of the fiscal year (June 30) or after any quarterly review as agreed upon by both parties

Per Section 6 of the Refinancing Agreement between the City and District, the true up process results in a true up payment of the City to the District of \$[] (see Exhibit B). The parties agree the City will remit this payment to the District after the third quarter reconciliation, no later than April 15, 2024.

4. Payments under Sections 1, 2, and 3 above shall be subject to interest as provided in Section II.D.4.b of the Operating Agreement.

The parties have entered this agreement on the date first written above.

UKIAH VALLEY SANITATION DISTRICT

CITY OF UKIAH

By: _____
Ernie Wipf, Chairperson

Sage Sangiacomo, City Manager

ATTEST:

ATTEST:

By: _____

Kristine Lawler, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Joanna Gin, General Counsel

David J. Rapport, City Attorney

Exhibit A

Shared Costs Between City and District for the Combined City/District Sewer System
Fiscal Year 2023-24

Budget by Activity (Collection and Treatment)

WASTEWATER SYSTEM MANA	690,299.04	672,260.00	672,260.00	480,554.21	672,260.00	2,754,302.00	309.7%
WASTEWATER COLLECTION	1,452,889.50	1,034,033.00	1,040,395.52	797,156.01	877,444.73	990,932.00	-4.2%
WASTEWATER TREATMENT O	4,878,827.66	3,758,499.00	8,059,830.57	7,273,562.84	7,949,647.53	3,735,704.00	-.6%
TOTAL CITY SEWER OPERATIONS	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
TOTAL EXPENSE	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%
GRAND TOTAL	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%

Budget by Character (Major Cost Category)

51 PERSONNEL	2,510,215.84	2,499,717.00	2,499,717.00	2,131,238.05	2,302,141.00	2,423,010.00	-3.1%
52 OTHER OPERATING	2,036,797.99	2,132,850.00	2,351,098.20	2,230,882.40	2,461,362.00	2,303,626.00	8.0%
63 APPLIED INDIRECT	688,270.41	672,225.00	672,225.00	480,519.21	672,225.00	1,311,129.00	95.0%
80 CAPITAL OUTLAY	1,786,731.96	160,000.00	4,249,445.89	3,708,633.40	4,063,624.26	.00	-100.0%
83 OTHER USES	.00	.00	.00	.00	.00	1,443,173.00	.0%
TOTAL 840 CITY SEWER OPERATI	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
TOTAL EXPENSE	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%
GRAND TOTAL	7,022,016.20	5,464,792.00	9,772,486.09	8,551,273.06	9,499,352.26	7,480,938.00	36.9%

Exhibit A (cont)

Shared Costs Between City and District for the Combined City/District Sewer System
Fiscal Year 2023-24

Budget by Object

51	PERSONNEL							
	REGULAR SALARIES & WAG	1,480,990.19	1,476,679.00	1,476,679.00	1,236,249.50	1,341,407.00	1,385,318.00	-6.2%
	NON-REGULAR SALARIES &	.00	.00	.00	156.00	.00	.00	.0%
	OVERTIME SALARIES & WA	99,899.14	88,930.00	88,930.00	61,507.25	67,675.00	75,000.00	-15.7%
	STAND-BY SALARIES & WA	39,874.42	38,449.00	38,449.00	32,295.63	34,907.00	29,000.00	-24.6%
	RETIREMENT (PERS)	169,416.21	185,649.00	185,649.00	159,333.39	173,582.00	173,505.00	-6.5%
	PERS UNFUNDED LIABILIT	338,045.00	292,949.00	292,949.00	292,949.00	292,949.00	328,508.00	12.1%
	INSURANCE	253,068.70	289,625.00	289,625.00	241,740.64	274,583.00	308,720.00	6.6%
	WORKERS COMP	101,322.52	102,583.00	102,583.00	84,083.23	91,917.00	98,696.00	-3.8%
	MEDICARE	22,941.23	20,739.00	20,739.00	18,609.27	20,168.00	19,148.00	-7.7%
	UNEMPLOYMENT	504.63	.00	.00	164.16	164.00	.00	.0%
	FICA	.00	.00	.00	9.67	.00	.00	.0%
	CELL PHONE STIPEND	4,153.80	4,114.00	4,114.00	4,140.31	4,789.00	5,115.00	24.3%
	PERSONNEL	2,510,215.84	2,499,717.00	2,499,717.00	2,131,238.05	2,302,141.00	2,423,010.00	-3.1%
52	OTHER OPERATING							
	CONTRACTUAL SERVICES	334,410.04	398,000.00	584,085.43	468,279.85	595,920.43	397,000.00	-.3%
	PLANNING STUDIES	.00	.00	.00	.00	.00	10,000.00	.0%
	COMPLIANCE STUDIES	2,637.49	2,000.00	2,000.00	109.45	109.45	2,000.00	.0%
	LEGAL SERVICES/EXPENSE	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00	.0%
	SECURITY SERVICES	1,447.04	1,300.00	1,300.00	1,027.84	1,300.00	1,300.00	.0%
	SUPPLIES	92,389.66	130,000.00	130,000.00	112,367.75	130,000.00	170,000.00	30.8%
	POSTAGE	419.63	400.00	1,400.00	1,970.88	1,660.76	400.00	.0%
	SMALL TOOLS	29,146.77	32,000.00	31,000.00	16,609.21	32,000.00	32,000.00	.0%
	LAB SUPPLIES	20,571.17	22,500.00	22,500.00	16,691.65	22,500.00	15,000.00	-33.3%
	BACKGROUND & PHYSICALS	740.00	2,500.00	2,500.00	1,450.00	2,500.00	2,500.00	.0%
	SOFTWARE	14,905.00	15,250.00	15,250.00	11,750.00	15,250.00	11,750.00	-23.0%
	COMPUTER AND TECHNOLOG	15,102.39	18,500.00	18,500.00	20,781.37	20,781.37	6,500.00	-64.9%
	FINES & PENALTIES	.00	50,000.00	.00	.00	50,000.00	50,000.00	.0%
	TELEPHONE	10,418.04	9,200.00	9,200.00	8,374.83	9,200.00	9,200.00	.0%
	PG&E	64,214.78	70,000.00	70,000.00	51,645.52	70,000.00	70,000.00	.0%
	UTILITIES	330,821.32	302,500.00	302,500.00	316,464.95	420,119.00	441,126.00	45.8%
	EQUIPMENT MAINTENANCE	497,341.19	415,000.00	514,436.67	518,616.71	430,638.96	415,000.00	.0%
	LAB EQUIP-REPAIR & MAI	3,671.42	15,000.00	20,924.98	20,635.46	20,442.00	.00	-100.0%
	EXTERNAL SERVICES	41,499.17	35,000.00	35,000.00	56,421.54	44,937.84	35,000.00	.0%
	FUEL & FLUIDS	49,705.03	60,000.00	60,000.00	40,326.55	60,000.00	60,000.00	.0%
	BUILDING MAINT. & REPA	74,214.58	71,000.00	41,000.00	23,149.52	40,000.00	96,000.00	35.2%
	EQUIPMENT RENTAL - PRI	8,168.21	9,000.00	15,801.12	10,389.40	15,129.46	13,000.00	44.4%
	FACILITY MAINTENANCE &	28,267.29	25,000.00	35,000.00	33,524.29	33,477.99	.00	-100.0%
	LEARNING AND DEVELOPME	33,458.09	42,000.00	32,000.00	25,291.47	42,000.00	42,000.00	.0%
	MEMBERSHIPS & SUBSCRIP	994.00	3,000.00	3,000.00	949.00	3,000.00	3,500.00	16.7%
	WATER PURCHASES	.00	1,000.00	1,000.00	.00	.00	.00	-100.0%
	CHEMICALS	331,130.20	338,200.00	338,200.00	375,828.84	338,200.00	360,200.00	6.5%
	GARAGE LUBRICANTS & PA	3,780.56	6,000.00	6,000.00	1,997.42	3,000.00	4,000.00	-33.3%
	PROPERTY TAXES PAID	7,615.89	8,000.00	8,000.00	8,694.74	8,694.74	8,000.00	.0%

	FEES	39,729.03	45,500.00	45,500.00	36,315.83	45,500.00	43,150.00	-5.2%
	OTHER OPERATING	2,036,797.99	2,132,850.00	2,351,098.20	2,179,664.07	2,461,362.00	2,303,626.00	8.0%
63	APPLIED INDIRECT							
	OPERATING INDIRECT	649,561.65	657,825.00	657,825.00	473,768.70	657,825.00	671,182.00	2.0%
	CAPITAL INDIRECT	38,708.76	14,400.00	14,400.00	6,750.51	14,400.00	129,885.00	802.0%
	ADJUSTED INSURANCE PRE	.00	.00	.00	.00	.00	510,062.00	.0%
	APPLIED INDIRECT	688,270.41	672,225.00	672,225.00	480,519.21	672,225.00	1,311,129.00	95.0%
80	CAPITAL OUTLAY							
	MACHINERY & EQUIPMENT	1,695,399.46	160,000.00	4,249,445.89	3,708,633.40	4,063,624.26	.00	-100.0%
	INFRASTRUCTURE	91,332.50	.00	.00	.00	.00	.00	.0%
	CAPITAL OUTLAY	1,786,731.96	160,000.00	4,249,445.89	3,708,633.40	4,063,624.26	.00	-100.0%
83	OTHER USES							
	RESERVE FOR ENCUMBRANC	.00	.00	.00	.00	.00	1,443,173.00	.0%
	OTHER USES	.00	.00	.00	.00	.00	1,443,173.00	.0%
	TOTAL CITY SEWER OPERATIONS	7,022,016.20	5,464,792.00	9,772,486.09	8,500,054.73	9,499,352.26	7,480,938.00	36.9%
	TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0%
	TOTAL EXPENSE	7,022,016.20	5,464,792.00	9,772,486.09	8,500,054.73	9,499,352.26	7,480,938.00	36.9%
	GRAND TOTAL	7,022,016.20	5,464,792.00	9,772,486.09	8,500,054.73	9,499,352.26	7,480,938.00	36.9%

Exhibit B

Cost Split Between City and District

Fiscal Year 2024-25

Exhibit B (cont)

Cost Split Between City and District

Fiscal Year 2024-25



AGENDA SUMMARY REPORT

SUBJECT: Consideration of a Resolution of the City Council of the City of Ukiah Approving the Mendocino County Master Tax Sharing Agreement Among Mendocino County and the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, and Making Certain Findings of Exemption Under the California Environmental Quality Act.

DEPARTMENT:

City Manager /
Admin

PREPARED BY:

Sage Sangiacomo, City Manager, Shannon Riley,
Deputy City Manager, David Rapport, City
Attorney, Dan Buffalo, Finance Director, Craig
Schlatter, Community Development Director, Jesse
Davis, Chief Planning Manager

PRESENTER:

Sage Sangiacomo, City Manager; Phil Williams,
Special Counsel; Dan Buffalo, Finance Director,
Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. MTSA Key Terms
2. MendoCounty.MTSA - Resolution with Attachment 1
3. 14a Presentation given at Meeting

Summary: The County of Mendocino and its cities need an equitable and modern tax sharing agreement to facilitate the annexation of property and ensure the continued provision of essential public services in the relevant jurisdictions. Creating a sustainable tax sharing agreement will allow for improvements and efficiencies in delivering quality government services and create a strategic pathway for housing development and economic growth.

Currently, there is not a uniform approach to tax sharing across the region that coordinates tax revenue and provision of government services between the County of Mendocino and the cities of Fort Bragg, Point Arena, Ukiah, and Willits. As such, there have been no significant land annexations by a city in Mendocino County since the 1980s. As a result, all jurisdictions are struggling to provide services without the necessary funding stream or capacity to support them. Moreover, the lack of annexations inhibits orderly growth of our urban areas and results in piecemeal development and sprawl in the surrounding unincorporated regions.

Approval of a master tax sharing agreement will help facilitate annexations and ensure the proper distribution of revenues to support City and County services while fostering economic collaboration and resiliency.

A detailed term sheet for the proposed Master Tax Sharing Agreement is included here as Attachment #1 and the Resolution and Master Tax Sharing Agreement are included as Attachment #2.

Background:

The Cortese-Knox-Hertzberg Local Government Reorganization Act (Govt. Code section 56000 *et seq.*) outlines the procedures in which the Mendocino County Local Agency Formation Commission (LAFCo) must follow to process an application for an annexation. When a city annexes land from a county, the responsibility for providing municipal-type services transfers from the county to the city while the county continues to provide county-wide

services such as public health and social services. This agreement is not an annexation agreement, nor does it guarantee certain annexations must occur.

Government revenue, derived primarily from property tax, local sales tax, and transient occupancy tax, funds essential services, with responsibilities shared between the Cities and the County. The allocation of tax revenue between the County and City jurisdictions requires modernization to more effectively direct resources to the jurisdiction best equipped to deliver specific services. Annexation facilitates the strategic extension of city-provided municipal services to higher populated areas, while ensuring the County can continue to provide vital county-wide services; the Master Tax Sharing Agreement is designed to facilitate this transfer without creating sudden financial stress and allows for the orderly transition of resources and changes in service delivery.

One of the requirements to process an application for an annexation through LAFCo is a tax sharing agreement as provided for in Revenue and Taxation Code section 99. A tax sharing agreement sets forth how tax revenues generated by the property being annexed are shared between the County and the annexing City. Revenue and Taxation Code section 99(d) provides for a master tax sharing agreement -- one that encompasses all the primary taxes and all jurisdictions. Such a master tax sharing agreement is beneficial in this case in that it provides consistency and efficiency in the annexation process as opposed to having to negotiate a separate agreement for each annexation.

A primary objective of a master tax sharing agreement is to enhance cooperation between the County and its Cities, thereby reducing competition for tax revenue. This allows land use and development decisions to be guided by sound planning principles, such as the development of necessary infrastructure and impact mitigation, efficient and rational service delivery, ensure orderly growth patterns, and the preservation of quality of life.

Discussion:

City and County Staff, along with an ad-hoc committee from the Board of Supervisors comprising Supervisors Mulheren and Gjerde, have collaborated for months on the details of a Master Tax Sharing Agreement. Their goal has been to devise a solution equitable for all jurisdictions and to mitigate budget impacts. This Master Tax Sharing Agreement facilitates economic development in ways that will increase tax revenue while relieving the County of municipal service obligations, thus benefiting every jurisdiction, and ultimately improving service delivery. As annexation occurs, the proposed Master Tax Sharing Agreement ensures both urban and rural areas receive the necessary support tailored to their unique needs. This Master Tax Sharing Agreement also enables the municipalities to program the expansion of services without sacrificing existing responsibilities.

A detailed term sheet for the proposed Master Tax Sharing Agreement is included as Attachment #1 and the Resolution along with the Master Tax Sharing Agreement are included as Attachment #2.

The proposed Master Tax Sharing Agreement is fair for all jurisdictions, will create a uniform approach that can be followed for decades to come, and will allow for appropriate growth. Benefits include:

- **Better provision of services:** With annexation, the Tax Sharing Agreement allows each jurisdiction to more efficiently focus their efforts and resources on the responsibilities that are in their "lane." Furthermore, it will "right-size" the tax revenue provided for each jurisdiction to meet its service obligations and match how these services are divided and delivered.
- **Addresses unsustainable pressure on City and County budgets:** The County of Mendocino is being stretched to provide different services to unincorporated areas that are beyond the County's core capacities. A Tax Sharing Agreement that supports future annexations which would assign service responsibility for these areas to cities would reduce the strain on the County, which is providing services that it is not set up for, and would improve the sustainability of the County budget and operations. Furthermore, reasonable growth for cities will help create a better economy of scale to address the demand for costly municipal services.
- **Equity for disadvantaged communities:** The unincorporated areas of the county that are currently underserved by government infrastructure are disproportionately lower income and minority populations. These communities deserve more investment in streets, sidewalks, streetlights, parks, emergency response and other infrastructure. To improve equity in our region, there must be a focus

on bringing resources and investment and infrastructure improvements to these disadvantaged communities. That can only happen with a Tax Sharing Agreement that better aligns revenue and responsibility to the appropriate jurisdictions.

- **Pathway for economic growth:** Better municipal services will allow for orderly, successful, and sustainable growth. Housing development will proceed, and business activity will expand, which will increase property and sales tax revenue to the region. Without a Tax Sharing Agreement, government services would likely remain sub-par in areas that could accommodate such development, and growth will stagnate.
- **Pathway for housing:** There are aggressive requirements for new housing development to meet shortfalls across the state of California. In Mendocino County, there are good opportunities for housing development located just outside city jurisdictions. With a Tax Sharing Agreement and appropriate land annexation, the Cities will work collaboratively with the County to facilitate and administer new housing development and would be in the position to provide appropriate municipal services to support that build-out.
- **Time for solution:** There have been no significant land annexations in Mendocino County since the 1980s, which has left some developed areas without the appropriate extension of adequate municipal services. The Tax Sharing Agreement fosters City and County collaboration to serve higher populated areas with the array of governmental services that are necessary for urban communities to thrive.
- **Fairness for jurisdictions across the region:** All four Cities in Mendocino County would adopt the same tax sharing provisions with the County. This would ensure fairness and fiscal responsibility for all jurisdictions and prevent the Cities from competing against each other for development opportunities.
- **Fairness for residents:** Currently, city residents must subsidize the delivery of basic services to areas outside city boundaries. Likewise, county residents are supporting delivery of municipal services that are typically not the County's responsibility, thereby stretching valuable resources. A Tax Sharing Agreement will ensure all residents pay an equal amount for the services they receive, and all residents have access to the proper level of services for their community. In addition, incorporation into city boundaries provides individuals and businesses with expanded representation to help shape City policies.
- **Common solution:** Many cities and counties across California have adopted tax sharing agreements to resolve the discrepancies that can occur with how tax revenue is collected and how services are being delivered in different areas.
- **The math adds up:** City and County representatives have been working together on the specifics of the Agreement for months to identify a fiscal solution that is fair for all jurisdictions and does not create budget shortfalls in any year, as the Agreement is incrementally implemented and revenue sharing is phased over time with each annexation. With this Agreement in place, the expectation is that tax revenue will increase and every jurisdiction will be better off than before.

The Master Tax Sharing Agreement will allow for annexations which are long overdue in many regions throughout Mendocino County. Assurance that our existing communities and future development will receive the appropriate services from our Cities and the County is a key component to retaining and attracting businesses and investment in our region. The Agreement supports collaboration among our Cities and County to support safe and healthy communities, enhance economic growth, deliver high quality government services, and drive investment in well-planned infrastructure. The Agreement will set the stage for responsible growth in the right places, while improving the fiscal health of Fort Bragg, Point Arena, Willits, Ukiah, and the County.

The Cities and County have been developing a spreadsheet, with the assistance of the Acting Auditor/Controller and Treasurer/Tax-Collector, that models how the property tax will be transferred in future annexations pursuant to the Agreement. It is the parties' intent to finalize that collaborative spreadsheet so that City and County officials can use it to implement the Agreement in the future.

CEQA Exemption Analysis

Entering the Agreement is exempt from the requirements of the California Environmental Quality Act, Public Resources Code sections 21000, *et seq.* ("CEQA"). First, the Agreement is exempt pursuant to Title 14, section 15061 subd. (b)(3), of the California Code of Regulations. This exemption makes clear that CEQA only applies to projects which have the potential to cause a significant effect on the environment. Entering the Agreement merely provides a financial mechanism for the collection and distribution of taxes between the parties. The Agreement will not disturb, disrupt, or otherwise affect the physical environment in any way. There will be no defined physical change to the environment resulting from the Agreement.

Entering the Agreement is also exempt from CEQA in accordance with Title 14, section 15301, of the California Code of Regulations. This exemption exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's decision. The key consideration under this Existing Facilities exemption is whether the project involves negligible or no expansion of an existing use. The Agreement will not result in the expansion of the existing use of private or public facilities because the Agreement does not provide for any such expansion and the services provided through existing facilities will not change solely due to the Agreement. While the Agreement enables future changes in organization, any such change that may trigger the tax sharing provisions in the Agreement and any resulting environmental effects are, at this point, entirely speculative and undefined and will be subject to the appropriate level of environmental review at the time any such change in organization is proposed.

For the same reason, no cumulative impacts are foreseeable as no defined changes in organization are called for in the Agreement. Given the entirely administrative and financial changes provided for by the Agreement, there is no reasonable possibility the Agreement will have a significant effect on the environment due to unusual circumstances. Tax sharing agreements, including master tax sharing agreements such as the Agreement, are well-established financial vehicles jurisdictions across the state often avail themselves of and are provided for in the Revenue and Taxation Code. Therefore, in accordance with Public Resources Code Section 21084 and the CEQA Guidelines at Title 14, as cited above, the Agreement will not have a significant effect on the environment and is categorically exempt from the requirement for the preparation of environmental documents.

Recommended Action: Approve a Resolution of the City Council of the City of Ukiah approving the Mendocino County Master Tax Sharing Agreement among Mendocino County and the cities of Ukiah, Willits, Fort Bragg, and Point Arena; and making certain findings of exemption under the California Environmental Quality Act.

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: Supervisors Mulheren and Gjerde, County Counsel and staff, Cities of Fort Bragg, Point Arena and Willits

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **5b** – Protect against sprawl through completion of annexations.

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element; GP-A8 - Housing Element (2019-2027)

Approved: 
Sage Sangiacomo, City Manager

Mendocino County Master Tax Sharing Agreement 2024

Key Term Sheet

Term Sheet

Master Tax Sharing Agreement 2024

Parties: Mendocino County, City of Fort Bragg, City of Point Arena, City of Ukiah, and City of Willits

Task and Purpose: Develop a tax sharing agreement to govern the distribution of identified tax revenue between the County and the Cities following annexations by the Cities.

Cost-Benefit Analysis:

	County	Cities
Benefits	• Immediate reduction in service area responsibility • Reduction in infrastructure and service costs • Shifts housing production to cities • Minimizes urban sprawl • <i>Enhanced long-term revenue growth</i>	• Broadened municipal service availability • Potential to scale services and costs • Focus on Economic Development and Housing • Centralizes municipal infrastructure • <i>Enhanced long-term revenue growth</i>
Costs	• Temporary revenue reduction in sales tax (mitigated by reduced service area & scaled shift of sales tax over 15 years)	• Increased net cost of service (mitigated by scaled shift of sales tax) • Inherit deferred maintenance and lack of needed infrastructure

Core Principles:

1. Simplicity
2. Mutual benefit through economic growth
3. Maintains normal revenue sources (i.e. majority of property taxes to County and Bradley Burns sales tax to cities)
4. Protects funding for countywide services and relieves ongoing service costs
5. Provide City appropriate financial resources to meet assumed municipal service costs.

Key Terms:

1. Tax Sharing Provisions.
 - a. Property Tax Revenue: After an annexation of unincorporated territory by a city becomes final, the County must distribute to the city annexing the area a portion of the County's general fund property tax revenue (County Auditor's Fund Code A0001) from tax rate areas ("TRAs") within the annexed area as follows:
 - i. Half of County's portion of the annual tax increment (increased tax revenue resulting from increased assessed valuations) that does not exceed 2% of the property tax revenue in the prior year from the annexation area.
 - ii. All of County's portion of the annual tax increment that exceeds 2% of the property tax revenue in the prior year from the annexation area, until the allocation received by the relevant city equals 15% of the total property tax revenue generated in the annexation area

Mendocino County Master Tax Sharing Agreement 2024

Key Term Sheet

- iii. No additional distribution once the relevant city share reaches 15% of the total property tax revenue in the annexation area.
 - b. Sales Tax Revenue: From the effective date of the annexation until the start of the first full fiscal year following the effective date, the relevant city will distribute to the County 100% of the Bradley-Burns Revenue¹ the City collected from the newly-annexed Tax Rate Area. In each subsequent full fiscal year, the percentage of sales tax revenue the relevant city shall distribute to the County shall be reduced by 1/15.
 - c. Transient Occupancy Tax (TOT) Revenue: From the effective date of the annexation until the start of the first full fiscal year following the effective date, the relevant City will distribute to the County 100% of the TOT Revenue the City collected from the newly-annexed Tax Rate Area. In each subsequent full fiscal year, the percentage of TOT revenue the relevant City shall distribute to the County shall be reduced by 1/5.
2. Regional Housing Needs Plan. The Parties agree that the County's Regional Housing Needs Plan (the "RHNP")² allocation was based on its unincorporated lands, that annexation will necessarily limit the County's ability to satisfy its obligations under the Housing Element Law, and that the RHNP allocation should be adjusted to reflect the impact of the annexation on the County's obligations. Therefore, the Parties agree that, in the event that the relevant city or a third non-party proposes annexation of specific territory, the Parties will work together in good faith to attempt to reach a "mutually acceptable agreement for transfer of a portion of the County's allocation to the city" as reflected in Government Code section 65584.07(d).
3. State Action. If legislative, judicial, and/or voter initiative action limits a city's ability to apply a city approved transaction and use tax to an annexed area, the parties shall promptly meet and confer in good faith to amend this agreement to address the resulting financial impacts in accordance with the Core Principles.
4. Balanced Annexations. For the Tax Sharing Provisions above to apply to annexations of certain designated areas, as defined, those annexations must be "Balanced." For an annexation by Ukiah or Fort Bragg to be considered "Balanced," such annexation must generally be attended by the relevant City annexing an equal amount of territory within the Balance Area.
5. Service Transfer Plan. In anticipation of any annexation, a City and the County will develop a service transfer plan to coordinate the transfer of public services to ensure orderly transition for all areas affected.
6. Separate Agreements. A city and the County may develop alternate terms to address unique conditions affecting any specific annexation; *provided*, however, the terms of any separate agreement do not substantially affect the terms in the MTSA absent amendment to the MTSA.

¹ 1% of the sales price of commodities subject to statewide sales tax.

² The number of housing units the County is required to achieve under the Housing Element in its General Plan as approved by the California Department of Housing and community Development.

Mendocino County Master Tax Sharing Agreement 2024
Key Term Sheet

7. Term. Unless extended by unanimous agreement of the Parties, the MTSA shall remain in effect for twenty (20) years as of the Effective Date; thereafter it has a rolling extension that automatically renews this Agreement every year for an additional five (5) years, until Notice of Termination is provided under Section 10 of the Agreement. Tax sharing provisions implemented during the life of the Agreement shall survive termination of the Agreement.
8. Withdrawal and Termination. Withdrawal upon no less than five years' notice with an effective date of July 1st. County may terminate unilaterally, or Parties may terminate unanimously; provided in both cases on no less than five years' notice and termination effective date of July 1st.

RESOLUTION 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE MENDOCINO COUNTY MASTER TAX SHARING AGREEMENT AMONG MENDOCINO COUNTY AND THE CITIES OF UKIAH, WILLITS, FORT BRAGG AND POINT ARENA, AND MAKING CERTAIN FINDINGS OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS:

1. Mendocino County ("County") collects Real Property Tax Revenue within its jurisdiction; and
2. The California Department of Tax and Fee Administration, formerly part of the State Board of Equalization, administers the Statewide general tax on the retail sale or use of merchandise or goods within the State (the "Bradley-Burns Sales Tax"); and
3. The California Department of Tax and Fee Administration collects the 1% Bradley-Burns Sales Tax on behalf of cities and counties in the State and distributes the revenue to those local governments; and
4. Each Party levies a transient occupancy tax on those territories within its jurisdiction; *provided*, however, that the County does not levy a separate transient occupancy tax in areas within a City's jurisdiction; and
5. The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "CKH Act") governs changes in organization which changes in organization may need to be approved by the Mendocino LAFCo, and other local agencies; and
6. The City of Ukiah together with the cities of Willits, Fort Bragg and Point Arena (collectively, "the Cities") anticipate changes in organization within the County, such as Annexations to the Cities, and desire to plan for the orderly and financially viable transition of public services; and
7. The County and the Cities intend the Master Tax Sharing Agreement ("the Agreement") to provide an equitable approach to distributing certain identified tax revenues in anticipation of changes in organization; and
8. Recognizing that the residents of the Cities are also residents of the County, the County and the Cities acknowledge their shared responsibility to provide adequate services to their shared residents and recognize the importance of the County's and the Cities' services and that those services complement each other for the benefit of their residents; and
9. The Parties recognize the importance of maintaining adequate service levels throughout the County and within the Cities to provide for the health, safety, and welfare of the residents of the County and the Cities. The Parties intend, given the mutual economic and other benefits that flow from annexations to the Cities, to cooperate as provided for in the Agreement to address the respective City's and the

County's fiscal considerations in providing such services and their respective present and future economic and planning needs; and

10. For certain changes of organizations, such as annexations, Revenue and Taxation Code Section 99 requires an agreement of the City and the County to a property tax revenue exchange and to provide a resolution of approval of the same by each legislative body to Mendocino LAFCo prior to consideration of the change of organization; and
11. Accordingly, and as provided for in Revenue and Taxation Code Section 99(d), the County and the Cities have negotiated a master property tax exchange agreement that is intended to satisfy the requirements of Revenue and Taxation Code Section 99 for future changes of organization as specified in the Agreement; and
12. While not required by Revenue and Taxation Code Section 99, the Parties acknowledge that the Agreement also provides for the exchange of Bradley-Burns Sales Tax and transient occupancy tax which the Parties agree to accept in accordance with the Agreement; and
13. Any changes in organization that may trigger the tax sharing provisions in the Agreement and any resulting environmental effect are, at this point, entirely speculative and undefined and will be subject to the appropriate level of environmental review at the time any such change in organization is proposed; and
14. The City has reviewed the Agreement and the provisions of the California Environmental Quality Act, Public Resources Code sections 21000, *et seq.*, ("CEQA") and has considered whether any direct or indirect physical change to the environment will result from entering the Agreement and has considered whether entering the Agreement may possibly have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah, as follows:

Section 1. The Council hereby approves the Mendocino County Master Tax Sharing Agreement ("the Agreement"), a true and correct, but unsigned, copy of which is attached hereto as Attachment 1.

Section 2. The Council hereby finds that entering the Agreement is exempt from CEQA as provided for in Title 14, section 15061 (b)(3), of the California Code of Regulations as entering the Agreement is an entirely financial matter and there is no possibility the Agreement will have a significant effect on the environment, and as provided for in Title 14, section 15301, of the California Code of Regulations as the Agreement will result in no expansion or use of existing facilities and there is no reasonable possibility that the Agreement will have a significant effect on the environment effect due to unusual circumstances.

Section 3. The Council authorizes the Mayor to sign the Agreement on behalf of the City of Ukiah.

* * * * *

PASSED AND ADOPTED this 19th day of June 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk

**MENDOCINO COUNTY
MASTER TAX SHARING AGREEMENT**

THIS MASTER TAX SHARING AGREEMENT (this “Agreement”) is entered by and between the **County of Mendocino**, a subdivision of the State of California (the “County”), the **City of Fort Bragg** (“Fort Bragg”), the **City of Point Arena** (“Point Arena”), the **City of Ukiah** (“Ukiah”), and the **City of Willits** (“Willits”) (the Cities shall be collectively referred to herein as the “Cities”), each City being a California municipal corporation, as of the date it is executed on behalf of the last of the Parties to do so (the “Effective Date”). The Cities, each of them, and the County may sometimes be referred to herein individually as a “Party” or collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, the County collects Real Property Tax Revenue within its jurisdiction; and

WHEREAS, the California Department of Tax and Fee Administration, formerly part of the State Board of Equalization, administers the State-wide general tax on the retail sale or use of merchandise or goods with the State (the “Bradley-Burns Sales Tax”); and

WHEREAS, the California Department of Tax and Fee Administration collects the 1% Bradley-Burns Sales Tax on behalf of cities and counties in the State and distributes the revenue to those local governments; and

WHEREAS, each Party levies a transient occupancy tax on those territories within its jurisdiction; *provided*, however, that the County does not levy a separate transient occupancy tax in areas within a City’s jurisdiction; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the “CKH Act”) governs changes in organization, including annexations such as those contemplated in this Agreement, and which changes in organization may need to be approved by the Mendocino LAFCo, and other local agencies; and

WHEREAS, the Parties anticipate changes in organization within the County, such as Annexations to the Cities, and desire to plan for the orderly and financially-viable transition of public services; and

WHEREAS, the Parties intend this Agreement to provide an equitable approach to distributing certain identified tax revenues in anticipation of changes in organization; and

WHEREAS, recognizing that the residents of the Cities are also residents of the County, the Parties acknowledge their shared responsibility to provide adequate services to their shared residents and recognize the importance of the County’s and the Cities’ services and that those services complement each other for the benefit of their residents; and

WHEREAS, the Parties recognize the importance of maintaining adequate service levels throughout the County and within the Cities to provide for the health, safety, and welfare of the residents of the County and the Cities. The Parties intend, given the mutual economic and other benefits that flow from annexations to the Cities, to cooperate as provided for in this Agreement to address the respective City’s and the County’s fiscal considerations in providing such services

and their respective present and future economic and planning needs; and

WHEREAS, for certain changes of organizations, such as annexations, Revenue and Taxation Code section 99 requires an agreement of the city and the county to a property tax revenue exchange and to provide a resolution of approval of the same by each legislative body to Mendocino LAFCo prior to consideration of the change of organization; and

WHEREAS, the Parties intend this Agreement to satisfy the requirements of Revenue and Taxation Code section 99; and

WHEREAS, initiatives like the California Business Roundtable's AG#21-0042A1 Initiative threaten local funding measures and may limit or restrict the ability to overlay local transaction and use taxes of an annexing entity to newly annexed territory.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals.

The above Recitals are true and correct and are hereby incorporated into this Agreement.

2. Definitions.

The following terms as used in this Agreement shall have the following meanings:

“Annexation(s)” shall have the meaning set out in Government Code section 56017 or its successor, and any reorganization that includes an annexation.

“Annexed Area(s)” shall mean territory or territories which have been approved for annexation by Mendocino LAFCo.

“Annexation Effective Date” shall mean the date of the particular annexation, as may be specified in Mendocino LAFCo's terms and conditions or by Government Code section 57202; *provided*, however, that such date falls after the Effective Date.

“Annexor City” shall mean a City Party that is planning, pursuing, or has completed an Annexation.

“Annexed Tax Rate Area” (“ATRA” or “ATRA’s”) shall mean any separate Tax Rate Area created for territory annexed after the Effective Date.

“Change of Organization” shall mean the definition provided for in the CKH Act at, as of the Effective Date, Government Code section 56021 and shall also include a “reorganization” as defined in Government Code section 56073.

The “Designated Fort Bragg Area” shall mean that territory described in the attached Exhibit A.

The “Designated Ukiah Area” shall mean that territory described in the attached Exhibit B.

“Fiscal Year” shall mean July 1st through June 30th of the following year.

The “Fort Bragg Balance Area” shall mean that territory described in the attached Exhibit A.

“Distribution” shall mean the allocation and provision of tax revenue from one Party to another Party as provided for in this Agreement in order to satisfy the requirements of Revenue and Taxation Code section 99.

“Mendocino LAFCo” shall mean the Mendocino County Local Agency Formation Commission.

“Property Tax Revenue” shall mean revenues derived from ad valorem taxes on real property and from other categories of secured and unsecured property taxes including and not necessarily limited to those described in the County’s annual distribution as Current Secured General, Current Unsecured General, Prior Secured General, Prior Unsecured General, SB 813 Supplemental General, Highway Property Rental, and HOPTR General.

“Sales Tax Revenue” shall only mean those taxes collected in accordance with Bradley-Burns.

“State Action” shall mean any legislative, judicial, and/ or voter-approved initiative action that limits a City’s ability to apply a City-approved transaction and use tax to an Annexed Area.

“Tax Rate Area” (“TRA” or “TRAs”) shall mean those base tax revenue and/or incremental tax revenues available from an identified area.

“Transient Occupancy Tax Revenue” (“TOT Revenue”) shall mean any tax lawfully imposed as an incident of short-term transient occupancy and excludes any revenue collected as the result of a City-specific tax measure that is greater than that collected by the County.

The “Ukiah Balance Area” shall mean that territory described in the attached Exhibit B.

3. Tax Distributions for Annexations.

a. Scope. As provided for in this Agreement and in no way expanding the provisions in subparagraph 3(b) to apply to any City other than Fort Bragg and Ukiah, the tax collection and distribution provisions in this Agreement shall apply to territory annexed to a Party as of the respective Annexation Effective Date. Prior to adopting a resolution of application to initiate a Change of Organization that includes an Annexation, the respective City shall meet with the County to consult on the proposed Change of Organization. During this consultation, the respective City shall provide to the County a map of the territory, a list of the APNs of the affected territory, and, if the City is subject to Paragraph 3(b), evidence that the proposal is Balanced. The date of this transmittal shall be referred to in this Agreement as the “Change of Organization Proposal Date”.

b. Balanced Annexations. This subparagraph 3(b) shall apply only to the Cities of Fort Bragg and Ukiah. A proposal to annex territory within the respective Designated Area of Fort Bragg or Ukiah must be “Balanced” in accordance with this Paragraph 3. Balanced Annexation(s) of such territory shall be referred to in this Agreement as a “Balanced Annexation(s)”.

i. The Parties shall presume that an Annexation of territory is a Balanced Annexation if Annexation of territory within a Designated Area is attended by annexing at least 98% of the same amount of territory of the respective Annexor City’s Balance Area; *provided*, however, that Annexation of territory within a Balance Area on or after the Effective Date that was not used for balancing purposes in the prior annexation shall be credited toward the presumption of a Balanced Annexation.

ii. The Parties acknowledge that Mendocino LAFCo has the authority, and may, in the course of its review of the Change of Organization alter the boundaries of the proposed Change of Organization in a manner that causes the Annexation to no longer be a Balanced Annexation, in which case the County can request an additional 30 day negotiating period, and, in that event, a new property tax exchange agreement would have to be negotiated pursuant to Revenue and Taxation Code section 99(b)(7) or the Mendocino LAFCo proceeding would terminate.

c. The Parties will, in accordance with law, take good faith and reasonable steps to implement the Agreement as soon as is feasible. Any dispute between the Parties regarding this subparagraph 3(c) shall be resolved in accordance with the dispute resolution process set forth in Paragraphs 5 and 12.

4. Tax Revenue Collection and Distribution.

Only the following taxes and tax collection and distribution provisions shall apply, as appropriate and described in this Paragraph 4, as of the relevant Annexation Effective Date. This Agreement shall not be construed to require an allocation of taxes to a City which are designated for a County service, such as the County library, over which the respective City shall not be assuming responsibility; nor shall this Agreement be construed to expand or reduce the categories of Property Tax Revenue distributed to a City as reflected in the County’s distribution of said revenues as of the Effective Date of this Agreement.

a. Property Tax Revenue Collection and Distribution. As of the relevant Annexation Effective Date, the County shall distribute to the Annexor City the County’s general fund property tax revenue (County Auditor’s Fund Code A0001) generated in the annexation area as follows:

i. Half of the County’s portion of the “annual tax increment” (as defined in Revenue and Taxation Code section 96.5 as of the Effective Date) that does not exceed 2% of the property tax revenue in the prior year from the annexation area.

ii. All of the County’s portion of the “annual tax increment” that exceeds 2% of the property tax revenue in the prior year from the annexation area, until the total property tax revenue received by the Annexor City equals 15% of the total property tax revenue generated in the annexation area.

- iii. Once the total property tax revenue received by the Annexor City equals 15% of the total property tax generated in the annexation area, no additional portion of the County's "annual tax increment" shall be distributed to the Annexor City. In other words, the City's "property tax apportionment factor" (as calculated pursuant to Revenue and Taxation Code section 96.2 as of the Effective Date) in the annexation area shall not exceed 15%.
- b. Bradley-Burns Sales Tax Revenue Collection and Distribution. As of the relevant Annexation Effective Date, the Annexor City shall collect all Bradley-Burns Sales Tax in the ATRA (the "ATRA Bradley-Burns Revenue") and shall distribute to the County a share of the ATRA Bradley-Burns Revenue in accordance with this subparagraph (b).
- i. From the Annexation Effective Date until the start of the first full Fiscal Year immediately following the Annexation Effective Date, the Annexor City shall distribute to the County 100% of the ATRA Bradley-Burns Revenue.
- ii. Thereafter, for each subsequent full Fiscal Year, the amount of ATRA Bradley-Burns Revenue the Annexor City distributes to the County in accordance with this Agreement shall be reduced by 1/15 (one-fifteenth) which the Parties agree shall be rounded to 6.667%. Therefore, for the first full Fiscal Year, the Annexor City shall distribute 93.333% of the ATRA Bradley-Burns Revenue to the County; for the second full year, the Annexor City shall distribute 86.666% of the ATRA Bradley-Burns Revenue to the County; for the third full year, the Annexor City shall distribute 79.999% of the ATRA Bradley-Burns Revenue to the County; and so forth, reducing each subsequent year by 6.667%, until, as of the start of the fifteenth (15th) full Fiscal Year following the Annexation Effective Date, the Annexor City shall no longer distribute ATRA Bradley-Burns Revenue to the County.
- iii. For any Distribution under this subparagraph (b), the Annexor City shall distribute the ATRA Bradley-Burns Revenue to the County within thirty (30) days of the Annexor City receiving the ATRA Bradley-Burns Revenue from the California Department of Tax and Fee Administration.
- c. Transient Occupancy Tax Revenue Collection and Distribution. As of the relevant Annexation Effective Date, the Transient Occupancy Tax in the ATRA shall be the rate of the Annexor City. The Annexor City shall collect the Transient Occupancy Tax in the ATRA (the "ATRA TOT Revenue") and shall distribute to the County a share of the ATRA TOT Revenue in accordance with this subparagraph (c).
- i. From the Annexation Effective Date until the start of the first full Fiscal Year immediately following the Annexation Effective Date, the Annexor City shall distribute to the County 100% of the ATRA TOT Revenue.
- ii. Thereafter, for each subsequent full Fiscal Year, the amount of ATRA TOT Revenue the Annexor City distributes to the County in accordance with this Agreement shall be reduced by 1/5 (one-fifth) or 20%. Therefore, for the first full Fiscal Year, the Annexor City shall distribute 80% of the ATRA TOT Revenue to the County; for the second full Fiscal Year, the Annexor City shall distribute 60% of the ATRA TOT Revenue to the County; for the third full Fiscal Year, the Annexor City

shall distribute 40% of the ATRA TOT Revenue to the County; and for the fourth full Fiscal Year, the Annexor City shall distribute 20% of the ATRA TOT Revenue to the County. As of the start of the fifth full Fiscal Year following the Annexation Effective Date, the Annexor City shall no longer distribute ATRA TOT Revenue to the County.

iii. For any Distribution under this subparagraph (c), the Annexor City shall distribute ATRA TOT Revenue to the County within thirty (30) days of the Annexor City collecting the ATRA TOT Revenue.

5. Reconciliation of Tax Revenue Collection and Distribution.

Upon the request of a Party to meet with another Party regarding the collection and Distribution of taxes between them in accordance with this Agreement, the respective Parties shall make all reasonable efforts to meet within thirty (30) days of such a request.

6. Modification of Sales Tax Revenue Distribution Due to State Action.

Should State Action be taken that limits a City's ability to automatically apply a City-approved transaction and use tax to an Annexed Area, the affected Parties shall promptly meet and negotiate in good faith to amend this Agreement to address the resulting financial impacts in accordance with Paragraph 12, to include the Core Principles.

7. Regional Housing Needs Plan Allocation.

a. The Parties agree: a) the County's Regional Housing Needs Plan (the "RHNP") allocation was based on its unincorporated lands; b) subsequent Annexation(s) may limit the County's ability to satisfy its obligations under the Housing Element Law; and c) the RHNP allocation should be adjusted to reflect the impact of an Annexation on the County's obligations under the Housing Element Law. Therefore, the Parties agree, in the event that the relevant City or a non-party proposes to annex a specific territory, the relevant Parties will work together in good faith to attempt to reach a mutually acceptable agreement to transfer a portion of the County's allocation to the relevant City.

b. The following general principles shall be used as a framework to reach such an agreement:

i. Where a City Annexation includes undeveloped territory that the relevant City's general plan and rezoning proposes for residential development, a portion of the County's Regional Housing Needs Allocation ("RHNA") shall be transferred to the City in an amount equal to potential residential units, including accessory dwelling units ("ADU's"). This transfer shall be calculated by using the City's rezoning for each legal parcel. Should the territory include an approved subdivision, units will be transferred as identified on the approved tentative map or project description. If such transferred number of units is fewer than the number of units such territory is designated for in the County General Plan or in the Residential Sites Inventory of the County's Housing Element, the relevant City and the County shall negotiate in good faith the amount to be transferred.

- ii. Where a City Annexation includes developed territory that the relevant City designates and prezones for residential purposes, a portion of the County's RHNA would be transferred to the relevant City in an amount equal to the unrealized units on underutilized properties for that area; *provided*, however, that such transfer shall not include ADUs or existing mobile home parks. This transfer shall be calculated by using the relevant City's pre zoning for each legal parcel. If such transferred number of units is fewer than the number of units such territory is designated for in the County General Plan or in the Residential Sites Inventory of the county's Housing Element, the relevant City and the County shall negotiate in good faith the amount to be transferred.
- iii. Where a City Annexation includes territory that the relevant City's general plan and pre zoning proposes for commercial or industrial purposes, no adjustment of the RHNP shall be required, unless the proposed Annexation includes commercial territories on the Residential Sites Inventory of the County's Housing Element, in which case an amount equal to the identified residential units would be transferred to the relevant City.
- c. The income-level of transferred units shall be negotiated in good faith per the existing MCOG Annexation policy and State law. The Parties acknowledge that meeting the need in the lower income category requires higher residential densities and proximity to services, that an Annexation may result in the loss of lands that would otherwise be available to the County to meet the lower income obligations, and that such losses are an important factor in the good faith negotiations.
- d. Should a City seek to annex unincorporated territory for the purposes of open-space, agriculture or public facilities, no adjustment of the RHNP shall be required, unless any portion of the territory is designated for residential development in the County's Residential Sites Inventory of the county's Housing Element, in which case the parties shall negotiate a transfer in good faith.
- e. If the County has already fulfilled its RHNA obligations for the current Housing Element Cycle, no modification of the RHNP allocation shall be required.

8. Other Agreements Affecting Rights and Obligations of This Agreement.

Notwithstanding anything in this Agreement to the contrary, this Agreement does not preclude one or more of the Parties from entering separate agreements regarding particular Annexations; *provided*, however, that nothing in any separate agreement shall affect the rights and obligations of those Parties not party to that separate agreement. To the extent terms in any such separate agreement are found to be in direct conflict with a term(s) in this Agreement as it relates to a Party which is not a party to the separate agreement, the term(s) in this Agreement shall control over those in the separate agreement.

9. Term of this Agreement.

This Agreement shall remain in effect for an initial term of twenty (20) years as of the Effective Date and shall then and thereafter have a rolling extension that automatically renews this Agreement every year for an additional five (5) years.

10. Withdrawal; Termination.

a. A Party may only withdraw from this Agreement with a July 1st effective date (the “Withdrawal Date”) and on no less than five (5) years’ notice to all other Parties in accordance with Paragraph 13. Such withdrawing Party shall perform all obligations under this Agreement until the Withdrawal Date. A withdrawing Party shall remain obligated to perform the obligations in this Agreement, including financial obligations, arising before the Withdrawal Date, even after the Withdrawal Date.

b. This Agreement may only be terminated either: a) by written notice by the County of termination to the other Parties; or b) by unanimous written agreement of all Parties to this Agreement (either of which shall be referred to herein as “Notice of Termination”); *provided*, however, that, unless otherwise agreed to in writing, any termination may only take effect as of July 1st and no sooner than five (5) years after the Notice of Termination (the “Termination Date”). Upon Notice of Termination, the Parties shall remain obligated to perform the obligations in this Agreement, including financial obligations, arising before the Termination Date, even after the Termination Date.

11. Amendment; Related Tax-Sharing Agreements.

a. Any amendment to this Agreement shall be negotiated in good faith and in accordance with the following Core Principles:

1. Simplicity: any amendment should be understandable, not unreasonably complicated, and readily-implemented and verified.
2. Mutual benefit through economic growth.
3. Maintain normal revenue sources for the respective Party: for example, the majority of property taxes should continue to go to the County and Bradley Burns Sales Tax Revenue should go to the respective City.
4. Protect funding for County-wide services and relieve ongoing service costs.
5. Provide the respective City with appropriate financial resources to meet assumed municipal service costs.

b. Any amendment to this Agreement must be approved in writing by unanimous consent of all Parties; *provided*, however, that any amendment to this Agreement which affects only certain Parties (a “Related Tax Sharing Agreement”) may be agreed to by only those certain Parties so long as such Related Tax Sharing Agreement is in writing and notice is provided to the other Parties to this Agreement.

12. Dispute Resolution.

a. If, at any time during the term of this Agreement, any dispute arises between or among the Parties regarding the interpretation or implementation of this Agreement, including an alleged breach of this Agreement, the Parties will, in the first instance, attempt in good faith to meet to discuss and informally resolve the dispute through designated representatives. The Parties must give written notice of the existence and subject of a dispute (“notice of dispute”), which notice shall commence the dispute resolution process of this Agreement.

b. If, within thirty (30) days of service of a notice of dispute, unless extended by mutual agreement of the respective Parties, the respective Parties have not resolved the dispute through informal mediation, , the matter shall be submitted to the Judicial Arbitration and Mediation Service (JAMS), or an equivalent mediation service, or a mutually agreeable mediator, for formal mediation by a single mediator who should have technical or legal expertise or experience with public financing, taxation, and local government agencies. The mediator will be selected by unanimous consent of the respective Parties, but if unanimous consent cannot be obtained, the mediator will be selected at random from a list of mediators to be provided by the respective Parties.

c. Any Party may commence formal mediation by providing to the mediator and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. If the formal mediation process has not concluded or has not resolved the dispute within sixty (60) days of a written request for mediation, the mediation process will be deemed completed, unless the Parties extend the sixty-day period in writing.

d. If the dispute is not resolved by informal or formal mediation, each Party will be free to pursue whatever legal or equitable remedies may be available. No Party shall be permitted to file a legal action without first complying with the requirements of this Paragraph. This provision shall not waive or otherwise affect the applicable provisions of law governing claims against a public entity or the applicable statutes of limitation.

e. The fees and expenses incurred as a result of any dispute resolution activities, including attorney fees, mediator fees and costs, expert costs, and other expenses, shall be borne solely by the Parties involved in the dispute and participating in the mediation. The Parties involved in the dispute will share the mediator's expenses on an equal basis. Should a dispute go to trial before a court of competent authority and jurisdiction, the prevailing party in such court proceeding shall be entitled to recover their reasonable attorney fees and costs; *provided*, however, that such attorney fees and costs shall not include fees and costs associated with efforts preceding the court proceeding.

13. Notices.

Whenever notice or other communication is permitted or required by this Agreement, it shall be deemed given: (i) when personally delivered; or (ii) when received, if delivered by overnight courier or email (if email receipt is acknowledged in writing); or (iii) forty-eight (48) hours after it is deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

To County:

County of Mendocino
Attn: Board Chair and Chief Executive Officer
501 Low Gap Road
Ukiah, CA 95482
Email: ceo@mendocinocounty.gov

To City of Fort Bragg:

City of Fort Bragg
Attn: Mayor and City Manager
416 N. Franklin Street
Fort Bragg, CA 95437

Email: iwhippy@fortbragg.com

To City of Point Arena:

City of Point Arena
Attn: Mayor and City Manager
451 School Street
Point Arena, CA 95468
Email: cm@pointarena.ca.gov

To City of Ukiah

City of Ukiah
Attn: Mayor and City Manager
300 Seminary Avenue
Ukiah, CA 95482
Email: cmoffice@cityofukiah.com

To City of Willits

City of Willits
Attn: Mayor and City Manager
111 E. Commercial Street
Willits, CA 95490
Email: dpederson@cityofwillits.org

14. No Third-Party Beneficiary Rights.

This Agreement is only for the benefit of the Parties and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind by reason of this Agreement.

15. Assignment; Delegation.

No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

16. Hold Harmless; Indemnity.

To the fullest extent permitted by law, each of the Parties (the "Indemnifying Party") agrees to save, indemnify, defend and hold harmless each other Party and its officers, agents and employees ("Indemnified Parties") from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including attorney fees and costs, court costs, interest, defense costs, and expert witness fees, which arise out of, or are in any way attributable in whole or in part to, negligent or intentionally wrongful acts or omissions of an Indemnifying Party or its employees except such losses to the extent caused by the negligence or intentionally wrongful act of an Indemnified Party.

17. Entire Agreement; Counterparts.

This Agreement, including its exhibits and any attachments, is intended both as the final expression of the Agreement among the Parties with respect to the included terms and as a

complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties. Signatures may be exchanged by emailed pdf or other electronic form with the same force as original signatures.

18. Agreement Controlling; Exhibits.

In the event of a conflict between the text of this Agreement and any attachment to it, the text shall prevail. All exhibits to which reference is made are incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

19. Construction.

This Agreement shall not be construed against any Party in the event of an ambiguity. The transactions contemplated in this Agreement have been negotiated at arms-length, between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that requires interpretation of ambiguities against the Party who has drafted it is inapplicable and waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent and purposes of the Parties to this Agreement as if they had been jointly drafted by the Parties. The headings and sub-headings in this Agreement are intended solely to assist the reader and are in no way intended to create binding terms between the Parties.

20. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, including by amendment or repeal of a statute, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby, unless the remaining portions of the Agreement no longer provide for an equitable approach to distributing certain identified tax revenues or unless the Agreement cannot be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance.

22. Warranty of Legal Authority.

The Parties' Legislative Bodies have each authorized execution of this Agreement, as evidenced by the signatures below. Those who sign below warrant for the benefit of the Parties for which they do not sign that they have actual authority to execute this Agreement and to bind to it the Party for which they sign.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the Effective Date.

COUNTY OF MENDOCINO

Date: _____

By: _____

Maureen Mulheren, Chair of the Board of
Supervisors

Approved to Form:

County Counsel

Attest:

_____, County Clerk

CITY OF FORT BRAGG

Date: _____

By: _____

_____, Mayor

Approved to Form:

City Attorney

Attest:

_____, City Clerk

CITY OF POINT ARENA

Date: _____

By: _____

_____, Mayor

Approved to Form:

City Attorney

Attest:

_____, City Clerk

CITY OF UKIAH

Date: _____

By: _____
_____, Mayor

Approved to Form:

City Attorney

Attest:

Kristine Lawler, City Clerk

CITY OF WILLITS

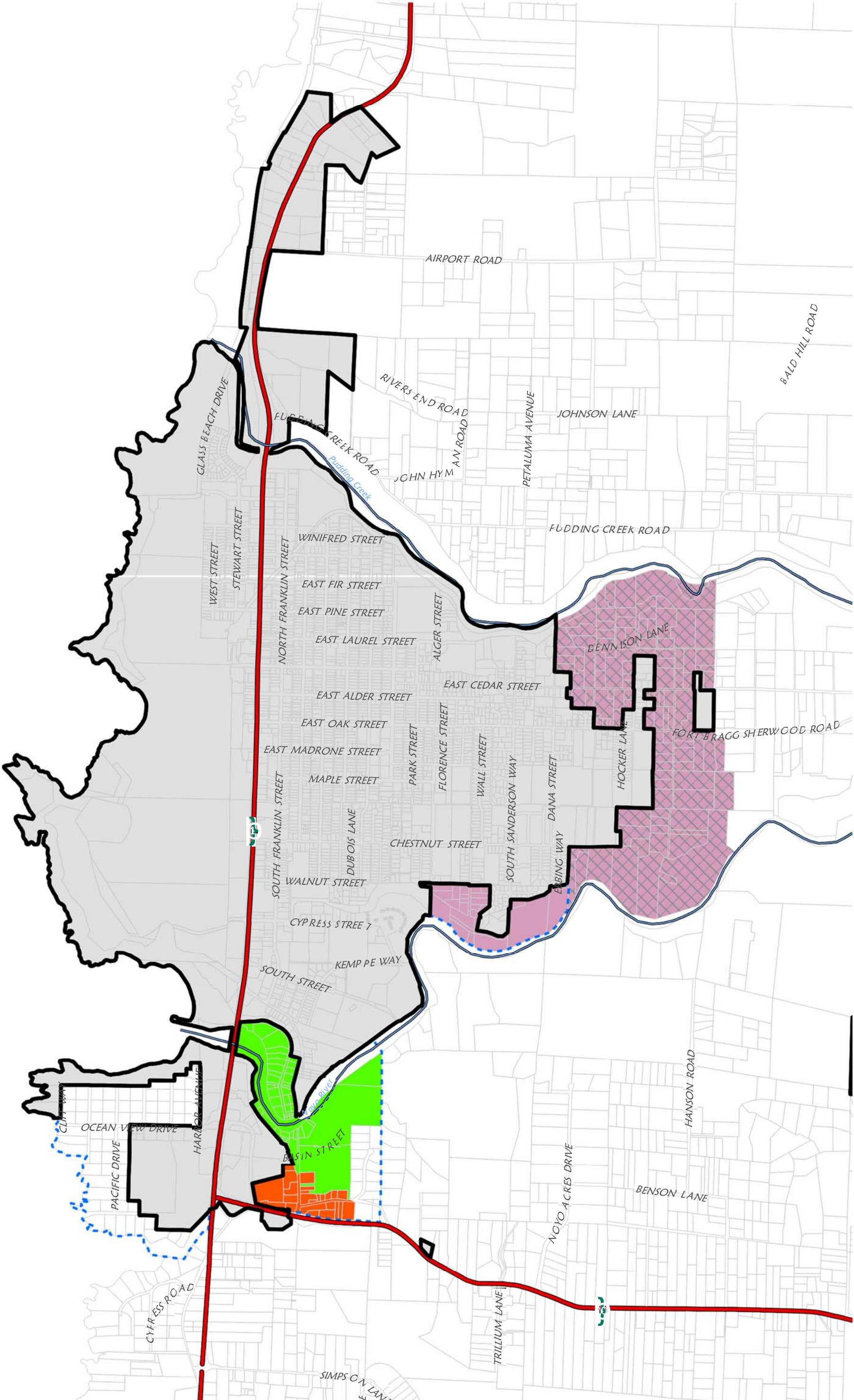
By: _____
_____, Mayor

Approved to Form:

City Attorney

Attest:

_____, City Clerk



Major Rivers

Highways

Municipal Improvement District

Municipal Improvement District SOI

Fort Bragg Designated Area

Fort Bragg Balance Area

City of Fort Bragg SOI

City Limits

CITY OF FORT BRAGG

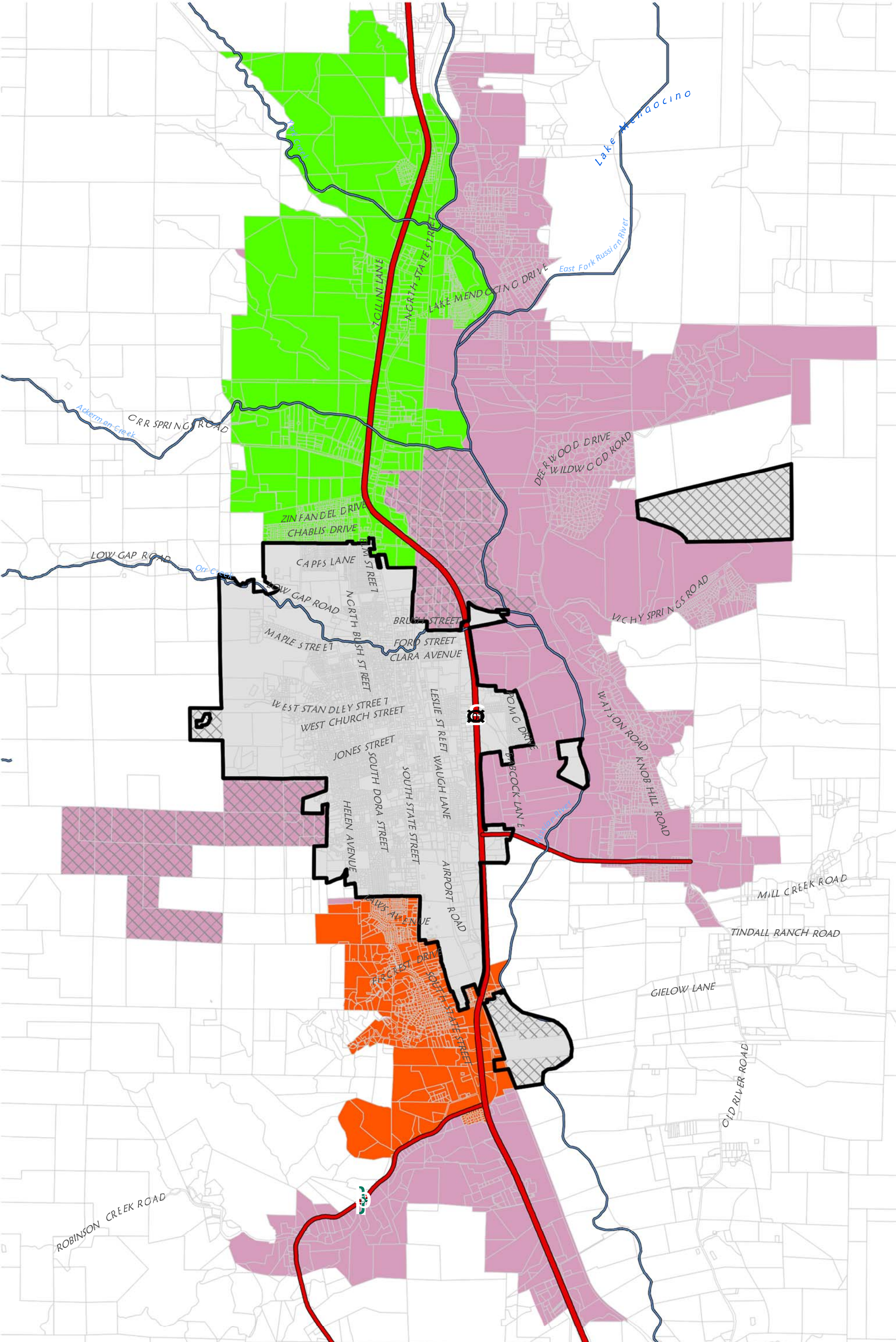
MASTER TAX SHARE AGREEMENT

07501,500 Feet

00.150.3 Miles

EXHIBIT A

1:18,000



Major Rivers

Highways

Ukiah Designated Area

Ukiah Balance Area

2040 General Plan Annexation Areas

City of Ukiah SOI

City Limits

CITY OF UKIAH

MASTER TAX SHARE AGREEMENT

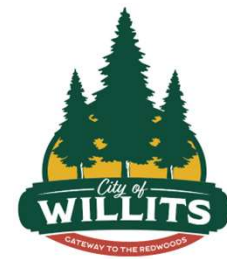
017503500 Feet

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EXHIBIT B

1:42,000

Master Tax Sharing Agreement



Key Terms Overview

Introduction

- The County of Mendocino and its cities need an equitable and modern tax sharing agreement to facilitate the annexation of property and ensure the continued provision of essential public services each jurisdictions.
- The Cortese-Knox-Hertzberg Local Government Reorganization Act (Govt. Code section 56000 *et seq.*) outlines the procedures in which the Mendocino County Local Agency Formation Commission (LAFCo) must follow to process an application for an annexation. When a city annexes land from a county, the responsibility for providing municipal-type services transfers from the county to the city while the county continues to provide county-wide services such as public health and social services.
- Only a tax sharing agreement for property tax is required, but a master tax sharing agreement that includes property tax, sales tax, and transient occupancy tax fosters a collaborative approach to annexations without creating sudden financial stress and allows for the orderly transition of resources and changes in service delivery.

Benefits of a Master Tax Sharing Agreement

- Creating a sustainable tax sharing agreement will allow for improvements and efficiencies in delivering quality government services by leveraging the strengths of the County and cities
- Creates a strategic pathway for housing development and economic growth.
- Eliminates competition for tax revenue
- Allows land use and development decisions to be guided by sound planning principles:
 - Development of necessary infrastructure
 - Efficient service delivery
 - Orderly growth
 - Improved quality of life

Cost-Benefit Analysis

	County	Cities
Benefits	• Immediate reduction in service area responsibility • Reduction in infrastructure and service costs • Shifts housing production to cities • Minimizes urban sprawl • <i>Enhanced long-term revenue growth</i>	• Broadened municipal service availability • Potential to scale services and costs • Focus on Economic Development and Housing • Centralizes municipal infrastructure • <i>Enhanced long-term revenue growth</i>
Costs	• Temporary revenue reduction in sales tax (mitigated by reduced service area & scaled shift of sales tax over 15 years)	• Increased net cost of service (mitigated by scaled shift of sales tax) • Inherit deferred maintenance and lack of needed infrastructure

Core Principles

1. Simplicity
2. Mutual benefit through economic growth
3. Maintaining normal revenue sources
4. Protecting funding for countywide services
5. Providing financial resources for municipal services

Key Terms - Tax Sharing Provisions

Property Tax Revenue:

- Half of County's portion of the annual tax increment (increased tax revenue resulting from increased assessed valuations) that does not exceed 2% of the property tax revenue in the prior year from the annexation area.
- All of County's portion of the annual tax increment that exceeds 2% of the property tax revenue in the prior year from the annexation area, until the allocation received by the annexing city equals 15% of the total property tax revenue generated in the annexation area
- No additional distribution once the annexing city share reaches 15% of the total property tax revenue in the annexation area.

Key Terms - Tax Sharing Provisions

Sales Tax Revenue:

- From the effective date of the annexation until the start of the first full fiscal year following the effective date, the annexing city will distribute to the County 100% of the Bradley-Burns Revenue the City collected from the newly-annexed area. In each subsequent full fiscal year, the percentage of sales tax revenue the annexing city shall distribute to the County shall be reduced by 1/15.

Key Terms - Tax Sharing Provisions

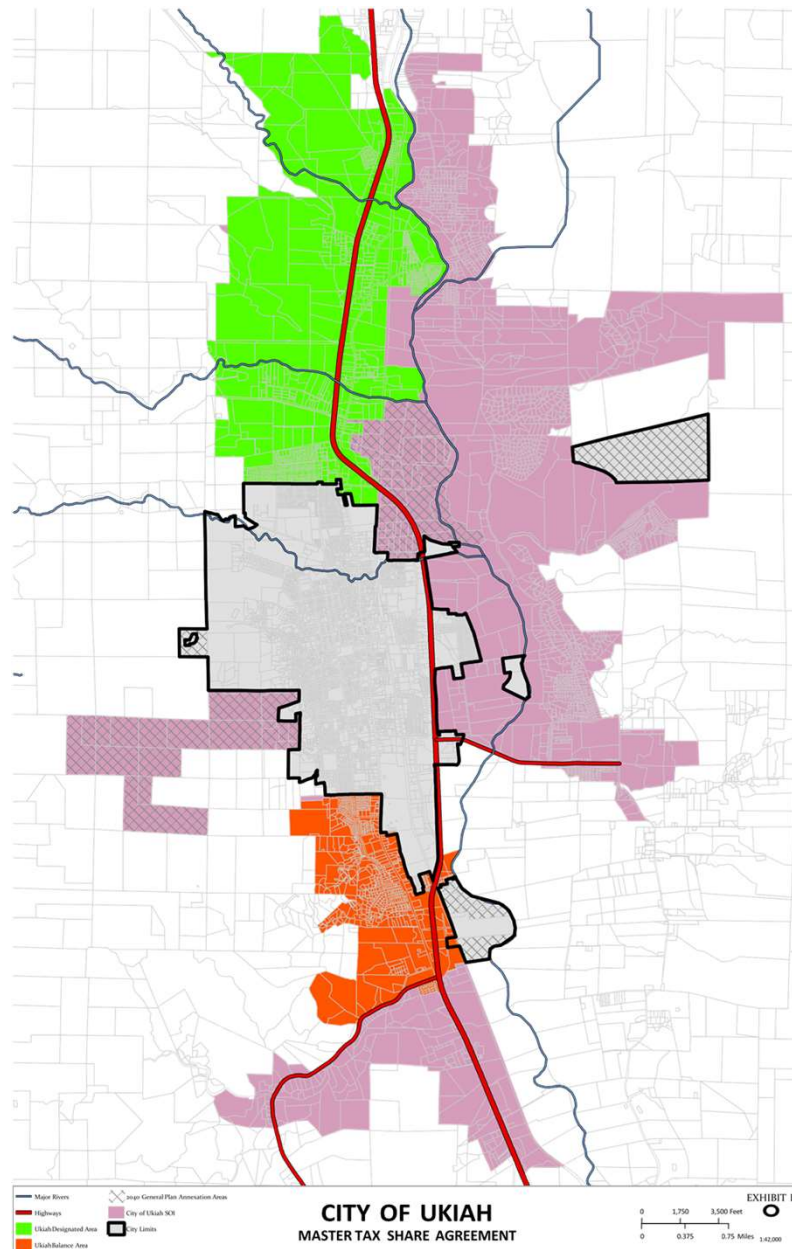
Transient Occupancy Tax (TOT):

- From the effective date of the annexation until the start of the first full fiscal year following the effective date, the annexing City will distribute to the County 100% of the TOT Revenue the City collected from the newly-annexed area. In each subsequent full fiscal year, the percentage of TOT revenue the annexing City shall distribute to the County shall be reduced by $\frac{1}{5}$.

Regional Housing Needs Plan

- With each annexation, the responsibility for housing production will shift from the County to the annexing city.

Balanced Annexations



Separate Agreements

- A city and the County may develop alternate terms to address unique conditions affecting any specific annexation; provided, however, the terms of any separate agreement do not substantially affect the terms in the MTSA absent amendment to the MTSA.

Term

The MTSA shall remain in effect for twenty (20) years as of the Effective Date; thereafter it has a rolling extension that automatically renews this Agreement every year for an additional five (5) years, until Notice of Termination is provided. Tax sharing provisions implemented during the life of the Agreement shall survive termination of the Agreement.

Recommended Action

- Approve a Resolution of the City Council of the City of Ukiah approving the Mendocino County Master Tax Sharing Agreement among Mendocino County and the cities of Ukiah, Willits, Fort Bragg, and Point Arena; and making certain findings of exemption under the California Environmental Quality Act.



AGENDA SUMMARY REPORT

SUBJECT: Discussion with Direction to Staff Regarding a Proposed Approach to the Preparation of the City's Economic Development Strategy.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director; Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Economic Development Element- Goals and Policies
2. 14b Presentation given at Meeting

Summary: Council will discuss and provide direction to Staff regarding a proposed approach to preparation of the City's Economic Development Strategy.

Background: Since adoption of the 2040 General Plan by City Council on December 7, 2022, Staff has begun implementing the approximately 40 programs due to be completed by December 2025. One of these is Implementation Program A of the Economic Development Element, which directs the following:

Economic Development Strategy: The City shall prepare, adopt, and regularly update an Economic Development Strategy, which shall be used as an operational guide to implement the economic development goals and policies of the General Plan.

The Goals and Policies of the Economic Development Element are included in Attachment 1. Because this General Plan was written from an 'inside, looking out perspective,' with annexation of areas within the City's Sphere of Influence contemplated to occur within the planning period, economic development policies and goals reflect the city of the future. This includes a focus on agricultural tourism, expansion of value-added agriculture and agricultural support services, and prioritizing regional economic initiatives. Goals and policies also include increasing tourism, reinforcing the Downtown *as the civic and cultural heart of Ukiah*, and *growing the local economy and employment base by supporting efforts to retain, expand and attract local businesses*. The Economic Development Element directs that the future strategy *should address business attraction, retention, and expansion, infrastructure priorities, tourism, intergovernmental coordination and cooperation, economic diversification, and workforce development*.

Discussion: The General Plan's 'Ukiah of the future' thus envisions a bustling, thriving downtown, connected by a walkable/bikeable transportation network to a well-planned and economically growing community encompassing Ukiah and its valley. Described within the General Plan as being developed as an "operational guide," the economic development strategy is to be reviewed and updated every five years. To achieve this vision, Staff believes the strategy should be big picture, actionable, forward-looking, and concise. Staff recommends the following approach be undertaken to develop this strategy:

Economic Development Strategy Proposed Approach

1. Interviews of Key Stakeholders and Community Champions, Visioning with Focus Groups
- Staff envisions the first phase of the community engagement process involving one-on-one interviews and focus groups with key stakeholders and economic development community champions. At the minimum and

per Implementation Program A, this will include members of the local business community, Economic Development and Financing Corporation (EDFC), Greater Ukiah Business and Tourism Alliance/Visit Ukiah, West Business Development Center, Mendocino Private Industry Council, Mendocino County, and other groups and organizations working to promote Ukiah's economic development. Staff also envisions including representatives of affordable and/or market rate housing developers, the Diversity, Equity, and Inclusion Committee, local lenders, and agricultural stakeholders.

The purpose of this first phase of community engagement is to establish the vision for the strategy (within the framework established by the General Plan) and set goals.

2. Information and Data Gathering

This phase will involve collection of Ukiah's demographic and economic data. Specific software may be deployed during this phase to make the data more accessible, both within the economic development strategy and for sharing more broadly in the future.

3. Development of Draft Strategic Framework

Working closely with key economic development stakeholders and utilizing community feedback and data gathered in phases one and two, Staff will develop a draft economic development strategic framework. Ideally, and if key stakeholders are available and interested, Staff would envision stakeholders preparing the draft framework alongside staff.

4. Interactive Surveying and Action-Oriented Engagement on Draft Strategic Framework

Staff envisions a second phase of community engagement to involve the broader community, including interested members of the public and a larger group of community stakeholders. The purpose of this phase would be to engage with the community on the draft strategic framework, ensuring it is representative of both the General Plan vision and the community's vision prior to preparing the final economic development strategy.

5. Preparation of Final Economic Development Strategy / Possible Adoption by City Council

Utilizing data and feedback through phases one through four, a final economic development strategy would be prepared for City Council adoption.

Economic Development Strategy Proposed Team

Staff's experience with recent advanced planning projects such as the 2040 General Plan and 2019-2027 Housing Element is that, when capacity exists to perform the duties and analysis for the project, the community's voice is more amplified when Staff undertake the planning project in-house, with no or only limited technical involvement by consultants. This also ensures the strategy or plan to be prepared fully represents the vision within the General Plan.

For these reasons, Staff proposes the economic development strategy be led by Staff with only limited technical involvement, potentially only related to utilization of economic analysis software, from consultants. In actuality, and to ensure a representative economic development strategy, Staff will likely play a role akin to a facilitator, ensuring active participation by the local business community and key stakeholders, as well as members of the public. As noted, Staff hopes key stakeholders will participate in the actual writing of the strategy alongside Staff.

Recommendation

Staff recommends Council discuss the proposed approach, provide direction, and authorize Staff to proceed with development of the City's Economic Development Strategy.

Recommended Action: Discuss the proposed approach, provide direction, and authorize Staff to proceed with development of the City's Economic Development Strategy.

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: Shannon Riley, Deputy City Manager

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 4 – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element, ED-1.4 and Implementation Program A: Economic Development Strategy.

Approved:


Sage Sangiacomo, City Manager



H	Five Year General Plan Review The City shall conduct a technical review of the General Plan every five years and revise and update as necessary to assure compliance with State law and responsiveness to current City needs.	LU – 16.4	Community Development					
I	Annexation Guide. The City shall develop, maintain, and make publicly-available a City of Ukiah Annexation Guide that includes an annexation applicant's responsibilities, the requirements for environmental review, requirements for development plans, and fees associated with applications for annexation.	LU – 7.2	Community Development					

A.2 Economic Development Element

GOALS AND POLICIES

ED-1 To be a key partner with other agencies and organizations to achieve the City's and the region's economic goals.

ED-1.1 Interagency Coordination. Coordinate with local agencies, jurisdictions, and tribes; and other groups and organizations working to promote Ukiah's economic development.

ED-1.2 Economic Initiatives. The City shall support regional economic initiatives and marketing activities by actively participating in economic development programs.

ED-1.3 Public /Private Partnerships. The City shall support and encourage public/private partnerships and other efforts to implement key development projects that meet the City's economic development goals.

ED-1.4 Economic Development Strategy. The City shall prepare and periodically update an Economic Development Strategy, which shall be used as an operational guide to implement the economic development goals, policies, and programs of the General Plan.

ED-2 To promote a strong local economy by improving critical infrastructure, including water, transportation, and renewable energy.

ED-2.1 City Investment Priorities. During review and updates of public facility master plans and the Capital Improvement Program, the City shall prioritize investment in infrastructure, services, and other assets that are critical to future economic vitality, including public safety, water supply and quality, transportation, energy, and environmental resources, to support job growth and economic development.

ED-2.2 Energy Infrastructure. The City shall work to improve energy infrastructure to increase availability, reliability, sustainability, and use of renewable energy sources.

ED-3 To provide opportunities for expansion of businesses by ensuring the availability of suitable sites, appropriate zoning, and access to infrastructure and amenities.

ED-3.1 Land Supply Inventory . The City shall maintain and/or annex an adequate land supply to meet projected commercial and industrial land demand.

ED-3.2 Infill Sites. The City shall coordinate with interested developers and relevant public agencies to develop infill sites consistent with the Land Use Diagram.

ED-3.3 Airport Industrial Park. The City shall develop adequate linkage from the Airport Industrial Park to the east side of the airport.

ED-4 To attract visitors and provide them with the amenities and services to make their stay in Ukiah enjoyable.

ED-4.1 Supporting Tourism. The City shall encourage and support the development of sustainable and innovative visitor-serving attractions that expand on the tourism market in Ukiah and Mendocino County and add to the quality of life for residents.

ED-4.2 Downtown. The City shall reinforce the Downtown as the civic and cultural heart of Ukiah by supporting public arts, cultural and entertainment programs, restoration of aging structures, lodging, and a robust mix of residential, retail, and service uses.

ED-4.3 Boutique Hotel. The City shall encourage and support the development of a boutique hotel in Downtown to provide an opportunity for overnight stays in the heart of Downtown and for visitors to enjoy and explore Ukiah's local business, restaurants, and nightlife.

ED-4.4 Public Art. The City shall reduce barriers for private efforts that create art in public places (e.g., murals, sculptures), and support development of a Public Art Master Plan with appropriate funding mechanisms to support and maintain public art installations.

ED-4.5 Tourism-Supporting Services. The City shall support the local dining, lodging, and retail sectors to ensure visitors enjoy Ukiah to the fullest.

ED-5 To ensure Ukiah's long-term economic success and sustainability by diversifying and expanding tourist attractions.

ED-5.1 Outdoor Recreation. The City shall maintain existing and promote new outdoor recreation opportunities and facilities at a high level to solidify Ukiah's position as a leader in outdoor recreation.

ED-5.2 Bicycle Tourism. The City shall support efforts to promote and expand the local and regional bicycle trail network to attract visitors seeking a quality outdoor recreation experience.

ED-5.3 Great Redwood Trail. The City shall continue to support the expansion of the Great Redwood Trail linking Marin, Sonoma, and Humboldt counties and enhancing trail access in Ukiah.

ED-5.4 Special Events. The City shall support special events that benefit local businesses and contribute to the City's overall economic success.

ED-5.5 Agricultural Tourism. The City shall strive to attract tourism centered on the agriculture industry throughout the Mendocino County region, including wineries, cannabis farm tours, farm stays, tasting rooms, and beverage production tours.

ED-6 To maintain a supportive business climate and a healthy economy that leads to the expansion of existing businesses and the attraction of new ones.

ED-6.1 Regulatory Environment. The City shall promote business-friendliness in the regulatory and permitting process through collaboration, innovation, exchange of ideas and best practices, and the improvement in clarity and

efficiency in the permitting process to take advantage of opportunities for streamlining in the development permit process.

ED-7 To grow the local economy and employment base by supporting efforts to retain, expand and attract local businesses.

ED-7.1 Attract Skilled Workers. The City shall support, maintain, and enhance the social and cultural amenities of the city (such as attractive public spaces, public art displays, museum(s), historic venues and sites, and recreational facilities and programs).

ED-8 To cultivate a culture of entrepreneurship to encourage and support local business start-ups.

ED-8.1 Business Incubators. The City shall encourage and support the establishment of local business incubators and programs designed to support the successful development of entrepreneurial companies through an array of business support resources and services.

ED-8.2 Home-Based Businesses. The City shall support and expand the opportunities for establishment and operation of home-based businesses that are compatible with surrounding neighborhoods.

ED-9 To improve labor force preparedness by providing the local workforce with the skills needed to meet the requirements of evolving business needs.

ED-9.1 Interagency Workforce Collaboration. The City shall work with Mendocino College, Ukiah Unified School District, and Mendocino County to support innovation and the development, retraining, and retention of a skilled workforce.

ED-9.2 Local Graduate Retention. The City shall actively support efforts to keep local high school and college graduates in the local workforce.

ED-9.3 City Hiring Practices. The City shall pursue best practices aimed at maximizing local hiring in coordination with education and training providers.

ED-10 To foster a robust and diversified local economy that provides quality employment and attracts stable businesses.

ED-10.1 Value-Added Agriculture. The City shall encourage and support the expansion of value-added agricultural products (e.g., processing, packaging, product development) with an emphasis on local distribution and consumption.

ED-10.2 Agricultural Support Services. The City shall encourage agricultural support services, such as vineyard and harvest management, to be based in Ukiah.

ED-10.3 Airport-Related Businesses. The City shall encourage and promote the development of airport-related businesses at the Ukiah Municipal Airport.

ED-10.4 Local-Serving Retail. The City shall encourage the establishment and expansion of commercial businesses that increase local spending within Ukiah and provide needed goods and services to residents and businesses.

ED-10.5 Culturally Diverse Businesses. The City shall review and amend its policies and procedures to ensure equity of opportunity to encourage and support a diverse business community.

ED-11 To diversify the economic base of Ukiah through the development and expansion of environmental, creative, and innovative businesses, including the non-profit sector.

ED-11.1 Creative Economy. The City shall encourage the expansion of the local creative economy, including arts businesses, creative and performing arts, and non-profit organizations, as well as professional service sectors built around the creative arts.

ED-11.2 Green Economy. The City shall support the development and reduce local regulatory barriers for industries and businesses that promote and enhance environmental sustainability, greenhouse gas reductions, decarbonization, climate change adaptation, resiliency, and renewable energy generation, storage, and transmission, including solar power and other appropriate renewable sources.

ED-11.3 Support Green Businesses. The County shall promote the efforts of existing businesses that meet green business criteria; job training in green building techniques and regenerative farming; and strive to build green technologies into and decarbonize existing public facilities.

ED-11.4 Sustainable Business Development. The City shall encourage the development and expansion of businesses that advance social equity, environmental quality, and economic sustainability, as well as capitalize on key industry strengths. Economic sustainability includes planning and preparation for disaster response and long-term resiliency of businesses and economic assets in the city.

Implementation Programs	Implements Which Policy(ies)	Responsible Supporting Department(s)	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
A Economic Development Strategy The City shall prepare, adopt, and regularly update an Economic Development Strategy, which shall be used as an operational guide to implement the economic development goals and policies of the General Plan. The strategy should address business attraction, retention, and expansion, infrastructure priorities, tourism, intergovernmental coordination and cooperation, economic diversification, and workforce development. The Economic Development Strategy should be prepared in coordination with the local business community, Economic Development and Financing Corporation, Greater Ukiah Chamber of Commerce, West Business Development Center, Mendocino Private Industry Council, Mendocino County, and other groups and organizations working to promote Ukiah's economic development. Following completion of the Economic Development Strategy, the City shall review and update the Strategy every five years.	ED – 1.4	City Manager Community Development	■				

A.3 Mobility Element

GOALS AND POLICIES

MOB-1 To provide a citywide network of complete streets that meet the needs of all users, including pedestrians, bicyclists, motorists, transit, movers of commercial goods, children, seniors, and persons with disabilities.

MOB-1.1 Complete Streets. The City shall design streets holistically, using a complete streets approach, which considers pedestrians, bicyclists, motorists, transit users, and other modes together to adequately serve future land uses.

MOB-1.2 Multi-modal Access. The City shall require that all new development and redevelopment projects include provisions for multi-modal access provisions such as pedestrian and bicycle facilities, and vehicle and transit where relevant.

Economic Development Strategy Proposed Approach

JUNE 19, 2024 CITY COUNCIL MEETING

CRAIG SCHLATTER, AICP, COMMUNITY DEVELOPMENT DIRECTOR

SHANNON RILEY, DEPUTY CITY MANAGER/ECONOMIC DEVELOPMENT LEAD

Why now?



- Directed within Ukiah General Plan to be completed by December 2025:

The City shall prepare, adopt, and regularly update an Economic Development Strategy, which shall be used as an operational guide to implement the economic development goals and policies of the General Plan.

- Guides and supports annexation efforts- an “operational guide.”
- Helps intentionally chart a course towards the Ukiah of the future.

1. Complete Interviews and Set Vision

- 1-on-1 interviews with stakeholders and community champions
- Visioning with focus groups
- Purpose: Establish vision within framework of General Plan and set associated goals for Economic Development Strategy.
- Estimated Time: 3 months
 - August 1, 2024 – October 31, 2024

2. Gather Information and Data

- Demographic and economic data collection
- Deployment of software for collection of data and accessibility of information
- Estimated time: 2 months
 - November 1, 2024 – December 31, 2024

3. Develop Draft Strategic Framework (Plan Together)

- Staff and stakeholders prepare draft framework, together (Staff goal)
- Strategic framework to provide path to achieve vision and goals of Ukiah of the future
 - The 'How' and the 'What'
 - Likely to include timelines
- Estimated time: 3 months
 - January 1, 2025 – March 31, 2025

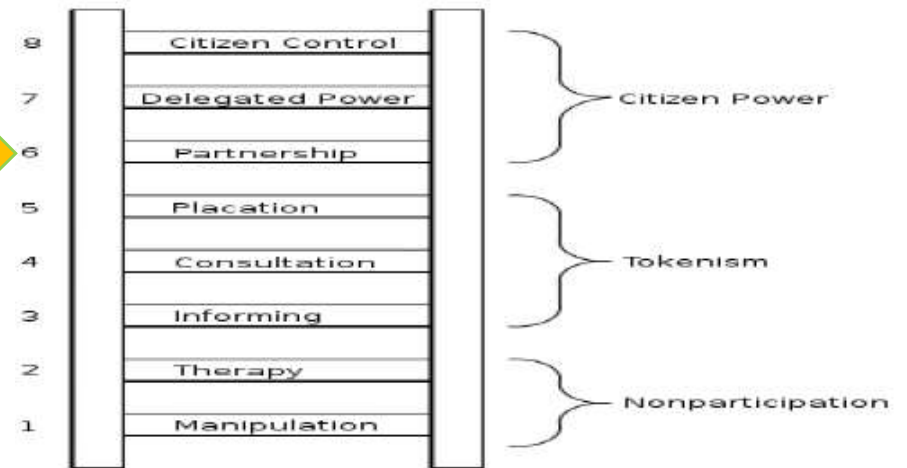


Figure 1. Arnstein's Ladder of Citizen-participation.

[This Photo](#) by Unknown Author is licensed under [CC BY](#)

4. Complete Engagement Effort, Part 2

- Open to all in the community
- Will likely involve more modern engagement strategies such as interactive surveying and action-oriented engagement
 - Not in traditional, lecture format
 - Questions and exercises to promote discussion, collaboration, and idea sharing
- Purpose: ensure draft strategic framework representative of community vision.
- Estimated time: 2 months
 - April 1, 2025 – May 31, 2025

5. Prepare Final Strategy for Adoption

- Staff and stakeholders prepare final strategy
- Estimated time: 3 months
 - June 1, 2025 - August 31, 2025
- Strategy presented to City Council for adoption in September 2025

Recommendations

1. Discuss and provide direction to Staff related to economic development strategy.
2. Direct Staff to proceed with Proposed Approach to development of strategy.
3. Direct Staff to develop strategy “in-house.”



AGENDA SUMMARY REPORT

SUBJECT: Approval of Agreement with Carollo Engineers for Engineering Reconnaissance and Assistance with SAFER Grant Application.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Sean White, Water Resources Director.

ATTACHMENTS:

1. Ukiah DWSRF Consolidation Planning Application Scope
2. Ukiah DWSRF Consolidation Planning Application Estimate

Summary: Council will consider approval of an agreement with Carollo Engineers for engineering reconnaissance and assistance with SAFER grant application.

Background: There are a number of governmental water service providers in the greater Ukiah Valley. Providers include: the City of Ukiah (City), Willow County Water District (Willow), Millview County Water District (Millview), Calpella County Water District (Calpella), and Redwood Valley County Water District (Redwood). The concept of consolidating these service providers into a single entity has been a long-term community goal. Potential benefits of consolidation are numerous and include a cohesive water policy for the region, maximization of water rights, more uniform water security and availability, staffing, expanded rate base, and reduced litigation. There have been a number of past attempts at accomplishing this goal, most notably the Valley-wide Task Force initiated in 1990, as well as a number of Mendocino County Grand Jury Reports.

The Upper Russian River Water Agency (URRWA) was formed in 2014 with the intent of accomplishing these goals. URRWA is a Joint Powers Authority (JPA) "working together for the voluntary consolidation of Ukiah Valley's Water Districts". The board includes a single member from Willow County Water, Calpella County Water, Redwood Valley County Water, Millview County Water, and most recently the Ukiah Valley Sanitation District. URRWA's goals include creating a more logical form of governance over our water resources, coordinating the operations of our districts into one regional water agency, sharing resources to create a unified approach to consolidation, to provide economies of scale that keep rates affordable, and to ensure a reliable long-term water supply for all land uses. URRWA has made significant progress on many of these goals, but it has not significantly improved water supply reliability or streamlined governance. The URRWA model is commonly referred to as managerial consolidation, rather than complete consolidation. In this model there is a single operator, but multiple boards and decision-making bodies remain.

Issues related to numerous, small agencies serving a single community are not unique to the Ukiah Valley. In an attempt to address similar issues state-wide, the State Water Resources Control Board (SWRCB) started the Safe and Affordable Funding for Equity and Resilience (SAFER) program in 2019. Since that time, the SWRCB has made consolidation of water providers through the SAFER program a top priority. Districts consolidating through the SAFER program are eligible for SWRCB grants and loans to facilitate the consolidation processes as well as construct and update required infrastructure.

City Staff was contacted in the summer of 2022 by SAFER about participating in the program. City Staff then reached out to the members of URRWA to see if there was interest in consolidating through the SAFER

Program. An ad hoc committee with members from the City, Willow, Millview, Calpella, and Redwood has been meeting regularly since October 2022 to discuss the opportunity and develop a Joint Powers Authority to serve as the vehicle for consolidation through the SAFER program.

The Ukiah Valley Water Authority JPA (UVWA) is the result of many staff meetings, ad hoc meetings, as well as counsel input from each of the entities. In some ways, the UVWA is similar to URRWA. It is different, however, in that it explicitly intends to go beyond "managerial consolidation" and to eventually achieve complete consolidation over time, which is the goal of the SAFER program. The City of Ukiah formally joined the UVWA in April 2024.

Discussion: The City of Ukiah, acting as a member of the UVWA has been working with Carollo Engineers to help facilitate receiving SAFER funding. Carollo Engineers has worked extensively with the City on water projects, including all four (4) phases of the Recycled Water Project, including the assistance with developing and coordinating with the State for its application. To date, the City has received \$63M in grants and \$21M in low-interest loans partnering with Carollo. See Attachment 1 for Carollo's proposed Scope of Services for assistance with the grant application. Tasks include coordinating with City Staff to obtain and identify necessary project information for the grant application.

Once compiled, Carollo will prepare the general application package, work with City Staff to acquire signatory resolutions, provide comments and review and inquire with the State Water Resource Control Board (SWRCB) as needed. Other specialized application packages are part of the grant application process as well. These include financial, environmental and technical application packages. These require various documentation like financial security review, various environmental review and detailed technical infrastructure documentation.

As each package is completed, Carollo will submit the required attachments and supporting documentation to the SWRCB's grant system and coordinate with SWRCB staff to verify successful submission of each package. Carollo will act as the main point of contact for the SWRCB and provide support to City Staff throughout the application review process.

Carollo's proposed fee for their grant assistance (Attachment 2) is \$151,752.00. If the City receives SAFER funding, these costs will be reimbursed.

Recommended Action: Approve agreement with Carollo Engineers for engineering reconnaissance and assistance with SAFER grant application.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 82027110.52100: \$222,746.84

PROPOSED BUDGET AMOUNT: 82027110.52100: \$374,499

FINANCING SOURCE: Water Funds to be reimbursed by SWRCB grant funds, if awarded.

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sean White, Director of Water Resources

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI):7a – Expand sustainable water practices

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element, GP-A2 - Economic Development Element; GP-A4 - Public Facilities, Services, and Infrastructure Element; GP A5 - Environment and Sustainability Element

Approved: 
Sage Sangiacomo, City Manager

City OF Ukiah
DRINKING WATER CONSOLIDATION PROJECT
PLANNING FUNDING APPLICATION

SCOPE OF SERVICES

MAY 29, 2024

SCOPE OF SERVICES

This section presents the Scope of Services for the Drinking Water Consolidation Project – Planning Funding Application. This scope of services is based on a 6-month duration.

Task 1 - Project Management and Meetings

Task 1.1 Project Management and Administration

Monitor project progress, develop and maintain the project schedule, manage subconsultants, and prepare and submit monthly invoices and progress reports.

Task 1.1 Meetings

Carollo will prepare for and conduct a kickoff meeting (MS Teams). Carollo will prepare an agenda and meeting minutes for the kickoff meeting. An allocation of 24 hours has been included for the kickoff meeting and coordination meetings over the 6-month project duration.

Task 1 Assumptions:

- 6-month duration
- This scope assumes that no additional parties will join the consolidation agreement during the project. Adding additional parties during the application process may delay progress and require rework not included in this effort.

Task 1 Deliverables:

- Baseline schedule with updates, as necessary
- Monthly progress reports
- Meeting agendas and minutes

Task 2 - Project Management and Meetings

Task 2.1 General Research and Data Collection

Carollo will work closely with the City's design team, environmental staff, program manager, and finance staff to identify and obtain necessary project information required for the DWSRF Consolidation Planning Grant application package. Technical information may include: existing design documents, Project Scope, Project Schedule, Project budget, etc. Financial information may include: CAFR's, cash flow information, tax data, water rate study, certifications, and resolutions. Environmental information includes environmental documentation, such as a completed Notice of Exemption, needed for planning activities.

Assumptions:

- This effort also includes two days to walk the project site and evaluate existing infrastructure. No testing of facilities has been included at this time.
- No geotechnical investigations nor survey will be completed for this effort.
- All information for the application will be provided by the City and their partner agencies and visually observed during the two-day site visit.

Task 2.2 General Application Package

Carollo will prepare the draft and final general application package leveraging information prepared in previous work and as provided by City staff. Tasks include coordinating with the City to obtain required information, development of signatory resolution, verification with the SWRCB that there are no new requirements, incorporation of the City's review comments and preparation of the final General Package for submittal. Upon submittal of the General Package, Carollo will coordinate with SWRCB staff on the application review as well as facilitate on-going SWRCB communications regarding project status, deliverables submittal status, etc.

Deliverables:

- Draft General Application Package
- Final General Application Package

Assumptions:

- The City will provide necessary information, include signatory resolution, relevant managerial, regulatory and demographic information requested by the SWRCB to complete the General Application package.

Task 2.3 Financial Application Package

Carollo will support City staff in the preparation of the draft and final application package and attachments. As the City is pursuing 100% nonrepayable planning funding, it is anticipated that the SWRCB will not require the applicant to submit a complete financial security package or undergo financial security review prior to receiving funding.

Assumptions:

- The City will provide the required financial information requested by the SWRCB to complete the package to the extent required, which may include completing the tax questionnaire, preparing the required attachments for the financial application, and obtaining the required signed resolutions.

Task 2.4 Environmental Application Package

Carollo will work with the City's environmental planner and/or its environmental consultant to prepare the Environmental Application Package. For this task, Carollo will review the SRF Environmental Package prepared by the City's environmental planner for completeness and provide the City and its environmental sub-consultant with review comments. As part of its review, Carollo will confirm consistency with the SRF package requirements and flag any omissions or conflicts with the environmental documentation. It is anticipated that a Notice of Exemption will be required to cover planning activities.

Assumptions:

- Environmental review of the project, development and adoption of the environmental documentation/certification will be prepared by either City staff or the City's environmental consultant.

Task 2.5 Technical Application Package

The Technical Package provides detailed technical information about the project, including a description of the facilities, the problem being addressed, a detailed Scope of Work, budget, schedule, as well as demonstrating the water system has the required water rights for the project. Carollo, working with City staff, will prepare the draft and final technical application package, leveraging existing Project documentation and utilizing scope, budget and schedule information developed by the Carollo design team. Carollo will work with City staff to define the project, prepare a Scope of Work, budget, schedule and related technical documents and graphics to meet the application requirements and streamline the technical package effort.

Deliverables:

- Draft and Final Project Description
- Draft and Final Scope of Work, Project Schedule, and Fee Schedule
- Draft Technical Application Package
- Final Technical Application Package

Assumptions:

- The City will provide existing information requested by the SWRCB to complete the Application package.
- Carollo will create a scope and fee to provide design related services for the project. This scope and fee will be based upon information provided by the City and from the site visits conducted under task 1.1.

- As the application is for design efforts the application will included limited technical information.
- No design drawings will be created at this time. All figures will be drawn using google earth backgrounds with simple line work.
- The existing alignment information will be obtained through the City and their partner agencies' GIS database.

Task 2.6 Package Review and Submittal

As each SRF Application package is completed, or close to complete, Carollo will submit the package and required attachments to the SWRCB FAAST system and coordinate with the SWRCB to verify successful submission of the project's SRF application package and identify other required documentation for the SWRCB to accept the City's application as complete.

Once all application packages have been submitted to the SWRCB, Carollo will serve as the main point of contact for the SWRCB and/or provide support to City staff throughout the application review process. Carollo will work with the City and its consultants to promptly address review questions from the State to keep the SRF Package review on track and coordinate/communicate with the SWRCB during the package review process.

Deliverables:

- Responses to SWRCB questions.

Exhibit A - (May 29 2024) City of Ukiah Drinking Water SRF Consolidation Project Planning Funding Application Fee Estimate																				
Task Task Description		2024	Carollo Labor								Subconsultant Crawford Geotech	Other Direct Costs (ODC)						Total Cost		
			PIC/PM	PE	Permit	Project Professional	CAD	QC/QC	DP	Total Hours		Labor Cost	Subconsultants Fee	Includes 10% Markup	PECE	ODC	Mileage		ODC Total	
																	Trips			Amount
1.0 Project Management and Meetings			6	0	0	0	0	0	6	12	\$2,982		\$0	\$180		0	\$0	\$180	\$3,162	
1.1 Project Management and Administration			12	0	12	0	0	0	0	24	\$7,632		\$0	\$360		0	\$0	\$360	\$7,992	
1.2 Meetings			18	0	12	0	0	0	6	36	\$10,614									
Task 1.0 Totals =			Task 1.0 Totals =															\$11,154		
2.0 SRF Funding Applications and Coordination			30	20	30	30	0	5	0	115	\$35,635		\$0	\$1,725	\$600	6	\$897	\$3,222	\$38,857	
2.1 General Research and Data Collection			2	8	35	15	0	2	5	67	\$19,009		\$0	\$1,005		0	\$0	\$1,005	\$20,014	
2.2 General Application Package			1	0	15	5	0	0	1	22	\$6,212		\$0	\$330		0	\$0	\$330	\$6,542	
2.3 Financial Application Package			1	0	15	15	0	0	1	32	\$8,972		\$0	\$480		0	\$0	\$480	\$9,452	
2.4 Environmental Application Package			22	40	35	60	0	0	5	162	\$48,139		\$0	\$2,430		0	\$0	\$2,430	\$50,569	
2.5 Technical Application Package			0	0	40	5	0	2	5	52	\$14,384		\$0	\$780		0	\$0	\$780	\$15,164	
2.6 Package Review and Submittal			56	68	170	130	0	9	17	450	\$132,351									
Task 2.0 Totals =			Task 2.0 Totals =															\$140,598		
Project Totals =			74	68	182	130	0	9	23	486	\$142,965	\$0	\$0	\$7,290	\$600	6	\$897	\$8,787	\$151,752.00	



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction of Ordinance by Title Only to Change the Time that City Council Meetings Convene.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Proposed Ordinance - redline and clean

Summary: Council will consider introducing an ordinance that would change the start time for City Council meetings to 5:15 p.m (or alternate).

Background: Section 51 of the Ukiah City Code that pertains to the start time of regular City Council meetings was last amended in 1985. The logic behind this start time was that it would give the public time to get home from work and then go to the Council meeting. However, in addition to low public attendance, the public now has the option of attending meetings virtually from home.

Discussion: There have been a number of lengthy council meetings that have brought up some concerns:

- Time and cost to public tax dollars to have staff members and sometimes consultants at meetings for long periods of time.
- Public members who come for a specific item and must wait through long discussions until their item is up, and sometimes get discouraged and leave before the item is heard.
- Ability to make clear decisions that impact the city as a whole and the City as an agency, at the end of a long night.

To address these concerns, the Clerk's office would like to suggest the following:

- Convene the Council meetings at an earlier time by introducing, by title only, and ultimately adopting the proposed ordinance (Attachment 1), which amends city code section 51 pertaining to the start time of regular meetings of the City Council. Staff is suggesting a 5:15 p.m. start time to give a few minutes after the workday for council, staff, and public to make their way to the Chamber, without longer periods of waiting around in town until the meeting begins.
- Staff can monitor the number and length of proclamations to keep them distributed equally between the various meetings.
- Bring Council awareness to the overall discussions by taking the following points into consideration:
 - Distinguish between comments, questions, clarifications, or concerns that Staff can address beforehand - thus reducing discussion time during the meeting and allowing for discussions intended to engage other Councilmembers for valuable policy development, strategic direction, and problem-solving; which in turn fosters meaningful dialogue and effective decision-making.

- Tailor comments or questions to the *specific agenda item and action* that Council is being asked to consider.

Finding the right balance of healthy discussion and debate while maintaining an effective and efficient meeting are important objectives. Staff is open to direction from Council for other ideas on how this might be obtained.

Recommended Action: Introduce an Ordinance by title only that would change start time for City Council meetings to 5:15 p.m.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 2** – Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of our organization.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 51 ~~OF~~ IN DIVISION 1, CHAPTER 2 OF THE UKIAH CITY CODE, PERTAINING TO THE START TIME OF REGULAR MEETINGS OF THE CITY COUNCIL.

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

1. ~~Ukiah City Code~~ Section 51 in Division 1, Chapter 2 of the Ukiah City Code is amended to read as follows:

§51: TIME OF MEETINGS: The regular meetings of the city council shall be held on the first and third Wednesday of every month at ~~the~~ a quarter hour ~~of past five~~ six-o'clock (~~6:00~~ 5:15) P.M., unless a different regular meeting time is established by resolution. Any such resolution shall be posted and published as provided in section 50 of this article.

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 June 19, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/CPMC

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 51 IN DIVISION 1, CHAPTER 2 OF THE UKIAH CITY CODE, PERTAINING TO THE START TIME OF REGULAR MEETINGS OF THE CITY COUNCIL.

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

1. Section 51 in Division 1, Chapter 2 of the Ukiah City Code is amended to read as follows:

§51: TIME OF MEETINGS: The regular meetings of the city council shall be held on the first and third Wednesday of every month at a quarter hour past five o'clock (5:15) P.M., unless a different regular meeting time is established by resolution. Any such resolution shall be posted and published as provided in section 50 of this article.

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 June 19, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/CPMC



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s) Including the Possible Creation of an Ad Hoc to Review the Downtown Zoning Code.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Dueñas and Various Councilmembers

ATTACHMENTS:

1. 2024 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

City Staff is beginning the process of amending the Downtown Zoning Code and assistance from the Council is sought through creation of an ad hoc to provide input on policy approaches. The ad hoc should be expected to meet bi-weekly or monthly for one year or less. Work will culminate with recommendations to the Planning Commission and City Council, with possible input from the Design Review Board.

Additional information includes the following: Policy LU-10.1, Downtown Zoning Code, of the Land Use Element of the General Plan states that “The City shall update the Downtown Zoning Code to assure consistency with the General Plan goals, policies, and land use designations.” To implement this policy, Implementation Program E directs the City to amend the Zoning Code to address the Downtown Zoning Code and Design Guidelines. Amendments of the Downtown Zoning Code and Design Guidelines are to be completed by December 2025.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element

Approved:


Sage Sangiacomo, City Manager

2024 CITY COUNCIL SPECIAL ASSIGNMENT LIST

LOCAL / UKIAH VALLEY		MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project		TBD	TBD		Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	Orozco	Jim Robbins, Grants Manager, 463-6708; jrobbins@cityofukiah.com
Investment Oversight Committee		Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council		Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)		4th Monday of month, 10 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Marianne Davison - <i>Community Services Department Staff</i> Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@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	Rodin Orozco - Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)		4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@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	Duenas Neil Davis - Alternate	David Burton, Museum Director; 467-2836 dburton@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 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
MENDOCINO COUNTY		MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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 <i>(Mayor - Primary; Vice Mayor - Alternate)</i>	Mayor Duenas Vice Mayor Crane - Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
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
Library Advisory Board		3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Sher Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison		Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Rodin Crane- Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison		1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Rodin Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)		1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Duenas Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)		1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin Crane - Alternate for both city seat members on Commission	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

Mendocino County Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Crane Sher - 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	Sher Duenas - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Police Chief Duenas - Alternate	Cedric Crook, Police Chief; 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@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	Duenas Rodin - Alternate Sage Sangiacomo, City Manager Cedric Crook, Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 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	Rodin Duenas - Alternate	Neil Davis, Community Services Director 467-5764 ndavis@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	Duenas Orozco - Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@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 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rrwatershed.org 707-508-3670 (message only)	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sher - City Council Alternate Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City’s workforce and municipal services	Orozco/Duenas	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		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/Sher	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com
Water Executive Committee (Ukiah Valley Water Authority)	1st Tue of each month at 6:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: Sean White 300 Seminary Ave. Ukiah, CA 95482	Oversight of UVWA; set annual budget for the combined water system; Manage rates and collect levies; modify existing water rights for the provision of water service; mediation and dispute resolution;	Crane/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com

2024 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Climate Action Plan <i>Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan</i>	Sher/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Zoning Reform <i>(previously was the Community Development Fee Review ad hoc) function is to explore creation of a new ministerial zoning permit and identify additional zoning streamlining and reform efforts to provide better and more consistent development outcomes</i>	Crane/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Community Health Needs Assessment (CHNA) Steering Committee <i>assist in the creation of the 2025 CHNA Report for the communities served by the three Adventist Health hospitals in Mendocino County. providing insight, identifying, gathering and analyzing the health needs of our community. Additionally</i>	Rodin/Sher	Jeremy Malin, NP Director of Community Health Analytics Adventist Health Howard Memorial Adventist Health Ukiah Valley Adventist Health Mendocino Coast 978-289-3330; malinjr@ah.org
Parks & Recreation Special District Exploration	Rodin/Orozco	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com