



**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/81910428121>

Or you can call in using your telephone only:

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

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

February 5, 2025 - 5:15 PM

-
1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**
 - 4.a. A Proclamation Recognizing Billy "Bill" Beard and Dedicating a Memorial Bench in his Honor.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing Billy "Bill" Beard and dedicating a memorial bench in his honor.
Attachments:
 1. Billy Beard Proclamation
 - 4.b. Proclamation Recognizing February as Black History Month in the City of Ukiah.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing February as Black History Month.
Attachments:
 1. Proclamation
 5. **PETITIONS AND COMMUNICATIONS**
 6. **APPROVAL OF MINUTES**

- 6.a. Approval of the Minutes for the January 15, 2025, Regular Meeting.
Recommended Action: Approve the Minutes for the January 15, 2025, Regular Meeting.
Attachments:
1. 2025-01-15 Draft Minutes

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. Approval of a Six (6) Year Agreement with Stryker Corporation for ProCare Preventive Maintenance and Repair for a Total Cost of \$92,962.80 plus tax.
Recommended Action: Approve a six-year agreement with Stryker Corporation for ProCare preventive maintenance and repair services for a total cost \$92,962.80 plus tax.
Attachments:
1. Ukiah ProCare Quote- IFT
- 8.b. Approve the Purchase of Cisco Meraki Cameras from Rhino Networks in the Amount of \$182,273.29 and Approve Corresponding Budget Amendment.
Recommended Action: Approve the purchase of Cisco Meraki Cameras from Rhino Networks in the Amount of \$182,273.29, and corresponding budget amendment.
Attachments:
1. Camera Refresh with MV72M and Brackets Quote - QN-079410
2. Correspondence Received After Publication
- 8.c. Approval of Purchase of One 2025 Ford F-150 Lightning Pro Series Crew Cab for the Amount of \$60,964.56, Utilizing Awarded Funds from State Community Development Block Grant #21-CDBG-NH-20004, and Approval of Corresponding Budget Amendment.
Recommended Action: Approve purchase of one 2025 Ford F-150 Lightning Pro Series Crew Cab for the amount of \$60,964.56, utilizing awarded funds from State Community Development Block Grant #21-CDBG-NH-20004, and approve corresponding budget amendment.
Attachments:
1. SA No. 21-CDBG-NH-20004 full
2. Amendment- 21-CDBG-NH-20004
3. Bid Tabulation RFB E41054
4. Madera Ford Bid RFB E41054
- 8.d. Approval of Contract Amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.
Recommended Action: Approve contract amendment with Ukiah Waste Solutions for Biosolids Removal at the Wastewater Treatment Plant.
Attachments:
1. Original Agreement
2. Amendment 8
- 8.e. Adoption of an Ordinance Amending the City Code Provisions Regarding Enforcement of Business License Regulations.
Recommended Action: Adopt an Ordinance amending the City Code provisions regarding enforcement of business license regulations.

Attachments:

1. Business License Enforcement Authority Ordinance

- 8.f. Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement and Approve Corresponding Budget Amendment.

Recommended Action: Approve and authorize City Manager to sign Engagement Letter Amendment 2, with the Pioneer Law Group, and approve corresponding budget amendment.

Attachments:

1. Engagement Letter - Second Amendment

- 8.g. Approval of Notice of Completion for AFM Environmental, Inc. for Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, and Approve Final Payment of the 5% Retention to AFM Environmental, Inc.

Recommended Action: Approve the Notice of Completion AFM Environmental, Inc. for Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, and approve final payment of the 5% Retention to AFM Environmental, Inc.

Attachments:

1. Awarding ASR
2. Spec 24-06 - Hazardous Material Removal Demolition at 501 South State Street
3. AFM Environmental Haz Mat Removal Bid
4. Notice of Completion

- 8.h. Consideration of Adoption of Resolution Appointing Elizabeth Kirsch to the Diversity and Equity Standing Committee.

Recommended Action: Adopt Resolution appointing Elizabeth Kirsch to the Diversity and Equity Standing Committee.

Attachments:

1. Resolution 2024-09
2. Application - Elizabeth Kirsch
3. Proposed Resolution

- 8.i. Approval of Budget Transfer from Supplemental Law Enforcement Services Fund for the Acquisition of RIMS Computer-Aided Dispatch and Records Management Software.

Recommended Action: Approve a budget transfer of \$379,665 from the Supplemental Law Enforcement Services Fund to the Dispatch Fund to cover the installation costs for the RIMS Computer-Aided Dispatch and Records Management Software.

Attachments: None

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 (5:30 PM)

13. UNFINISHED BUSINESS

- 13.a. Consider Adoption of Resolution Adopting a 2025 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.
Recommended Action: Adopt resolution adopting a 2025 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters.
Attachments:
1. Advocacy Platform_2025_redlined
2. Advocacy Platform and Resolution_2025_clean
3. 2025 League of CA Cities Priorities

14. NEW BUSINESS

- 14.a. Council will Consider Approving the Public Spaces Commission 2025 Community Outreach Plan.
Recommended Action: Approve the Public Spaces Commission 2025 Community Outreach Plan.
Attachments:
1. PSC Outreach Plan 2025_PSC DRAFT
- 14.b. Discussion and Possible Introduction by Title Only of an Ordinance Amending Section 1001 of the Ukiah City Code, Pertaining to Membership and Appointment of the Public Spaces Commission.
Recommended Action: Introduce by title only an Ordinance amending Section 1001 of the Ukiah City Code, pertaining to the membership and appointment of the Public Spaces Commission.
Attachments:
1. Public Spaces Commission Ordinance Amendment redline
2. Public Spaces Commission Ordinance Amendment clean
- 14.c. Approval of Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Professional Services Agreement with City of Ukiah to Perform Administrative Services.
Recommended Action: Approve Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) professional services agreement with City of Ukiah to perform administrative services.
Attachments:
1. UVBGSA Admin Services Agreement with City of Ukiah
- 14.d. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
Attachments:
1. 2025 City Council Special Assignments and Ad Hocs

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

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (4 cases)
- 15.b. **Conference with Legal Council - Anticipated Litigation**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation (1 case)

- 15.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. SCUК-CVPT-2018-70200
- 15.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC
- 15.e. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUК-CVPT-20-74612
- 15.f. **CONFERENCE INVOLVING A JOINT POWERS AGENCY (Inland Water and Power Commission)**
City representative on IWPC Board (Mari Rodin)
Discussion will concern: (Conference with Real Property Negotiators (Gov't Code §54956.8)
Property: PG&E Potter Valley Project;
Agency Negotiators: Scott Shapiro, Janet Pauli.
Negotiating Parties: IWPC and PG&E
Under Negotiation: Price and Terms)
Recommended Action:
Attachments: None
- 15.g. **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.

Araceli Sandoval, Deputy City Clerk
Dates: 1/31/25



AGENDA SUMMARY REPORT

SUBJECT: A Proclamation Recognizing Billy "Bill" Beard and Dedicating a Memorial Bench in his Honor.

DEPARTMENT: Airport

PREPARED BY: Greg Owen, Airport Manager

PRESENTER: Douglas F. Crane, City Council, Mayor

ATTACHMENTS:

1. Billy Beard Proclamation

Summary: Ukiah City Council to issue a proclamation recognizing Billy "Bill" Beard and dedicating a memorial bench in his honor.

Background: Billy "Bill" Beard served the City of Ukiah with distinction as City Engineer from 1977 to 1994 and as an Airport Commissioner for nine years. A passionate pilot, Mr. Beard was a steadfast supporter of the Ukiah Airport and played a pivotal role in its growth and success. His leadership, expertise, and dedication left a lasting impact on the aviation community and the City of Ukiah. To honor his memory and legacy, a memorial bench purchased by family is being dedicated at the Ukiah Airport. The City expresses its heartfelt gratitude for his service and remembers him for his vision, integrity, and enduring contributions to the community.

Discussion: The Ukiah City Council will issue a proclamation recognizing Billy "Bill" Beard and dedicating a memorial bench in his honor (Attachment 1).

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing Billy "Bill" Beard and dedicating a memorial bench in his honor.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: N/A **GRANT:** N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



Whereas, Billy "Bill" Beard served the City of Ukiah with dedication and distinction as City Engineer from October 3, 1977, to May 3, 1994; and

Whereas, Mr. Beard, a passionate pilot himself, also served as Airport Commissioner for 9 years, demonstrating unwavering support for the Ukiah Airport and the aviation community; and

Whereas, Mr. Beard's leadership, expertise, and commitment to excellence were instrumental in the success of the Ukiah Airport, ensuring its continued growth and vitality; and

Whereas, Mr. Beard's love for aviation and his contributions to the City of Ukiah and the aviation industry have had a lasting and positive impact on the community; and

Whereas, Mr. Beard passed away on July 14, 2023, leaving behind a legacy of service and dedication; and

Whereas, to honor his memory and legacy, a memorial bench is being dedicated at the Ukiah Airport.

Therefore be it resolved, that the City of Ukiah hereby expresses its sincere gratitude and appreciation to Billy "Bill" Beard for his outstanding service and dedication. Mr. Beard's vision, integrity, and tireless efforts have left an enduring legacy that will benefit generations to come. He is remembered not only for his professional accomplishments, but also for his passion for flight and his unwavering commitment to the betterment of our community.

The City of Ukiah dedicates this memorial bench as a lasting tribute to Billy “Bill” Beard, a true friend of the Ukiah Airport.

May this bench serve as a place of reflection and inspiration for all who share his love of aviation.

Signed and sealed, this 5th day of February in the Year Two Thousand and Twenty-Five.

Douglas F. Crane, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Proclamation Recognizing February as Black History Month in the City of Ukiah.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Douglas F. Crane, City Council, Mayor

ATTACHMENTS:

1. Proclamation

Summary: The Ukiah City Council will issue a proclamation recognizing February 2025 as Black History Month in the City of Ukiah. This proclamation acknowledges the central role of African, Caribbean, and Black Americans in shaping our nation's history, culture, and society. Black History Month provides an opportunity to honor the resilience, achievements, and contributions of these communities while inviting the Ukiah community to participate in celebrating this important observance.

Background: Black History Month traces its origins to 1926 when Dr. Carter G. Woodson, a prominent historian and scholar, launched Negro History Week. This effort was expanded to the full month of February in 1976 and has since been nationally recognized by every American president.

Discussion: In issuing this Black History Month proclamation (Attachment 1), the City of Ukiah underscores its commitment to honoring the diverse histories and cultures that enrich our community. The Black History Month 2025 theme, "**African Americans and Labor**," highlights the vital contributions of African Americans to the labor movement and economic progress throughout history. The City also encourages residents to participate in local and national efforts to celebrate Black History Month, recognizing the value of diversity, equity, and inclusion in fostering a stronger community.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing February as Black History Month.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: N/A **GRANT:** N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Diversity and Equity Committee

STRATEGIC PLAN (SP): SP 5C - Create, sustain, and advance a diverse and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



February 2025 as “Black History Month” in the City of Ukiah

Whereas, *Black History Month* is observed in February of each year and is a national annual celebration and recognition of achievements by African Americans; and

Whereas, *Black History Month* seeks to recognize the central role that African Americans have played in our nation’s history and to honor the many achievements and contributions African Americans have made and continue to make in our society; and

Whereas, *Black History Month* can be traced back to 1926. Designed to coincide with the celebratory birthdays of Abraham Lincoln and Frederick Douglass, Dr. Carter G. Woodson launched Negro History Week in February of 1926 to encourage the teaching of Black history across communities and public schools. Woodson, the son of former slaves who became the second African American to earn a Ph.D. from Harvard University, recognized the importance of establishing an initiative that could be celebrated annually and on a national scale. Woodson, a writer and scholar of the “Father of *Black History Month*,” initiated the celebration. The celebration has expanded to include the entire month of February; and

Whereas, since 1976, every American president has designated February as Black History Month and has endorsed a specific theme; and

Whereas, the *Black History Month* 2025 theme, ‘*African Americans and Labor*’, honors the significant contributions of African Americans to the labor movement and recognizes their resilience and achievements. This theme highlights figures such as A. Philip Randolph, who organized the Brotherhood of Sleeping Car Porters, the first predominantly African American labor union; and Claudette Colvin, whose courageous actions as a young seamstress inspired the Montgomery Bus Boycott. It also celebrates the ingenuity of inventors like Granville T. Woods, whose innovations in railway technology revolutionized transportation; and Madam C.J. Walker, an entrepreneur who built a thriving beauty empire while providing employment opportunities for thousands of African Americans; and

Whereas, by reflecting on this theme, we honor the struggles and triumphs of African Americans in labor history and the ongoing fight for equity and justice in workplaces across the country; and

Whereas, *Black History Month* celebrates the many achievements and contributions made by African Americans, including our local heroes; and

Whereas, we welcome the community to participate in the celebration and recognition of *Black History Month*. Additional information and resources are available on platforms such as the Mendo Black Lives Matter Facebook page.

Therefore be it resolved, that the City Council of the City of Ukiah, hereby proclaims February 2025, as

Black History Month in the City of Ukiah

*Signed and sealed, this 5th day of February in the year
Two Thousand and Twenty-Five.*

Douglas F. Crane, Mayor

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/83652451562>

January 15, 2025
5:00 p.m.

COUNCILMEMBERS CONVENED AT 5:00 P.M. FOR THE COUNCIL PHOTO SHOOT.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on January 15, 2025, having been legally noticed on January 10, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/83652451562>. Mayor Crane called the meeting to order at 5:17 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Heather Criss, Juan V. Orozco, Susan Sher, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney (arriving at 5:18 p.m.); and Araceli Sandoval, Deputy City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orozco.

City Manager Sangiacomo stated that Agenda Item 12a "Introduction by Title Only of an Ordinance Modifying Ukiah City Code to Preserve and Strengthen Agricultural Uses In and Around Ukiah Consistent with the Ukiah 2040 General Plan" has been pulled by Staff and will be re-noticed for the February 19 City Council Meeting.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

5. PETITIONS AND COMMUNICATIONS

Deputy City Clerk, Araceli Sandoval, stated that no communications had been received.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the December 18, 2024, Regular Meeting.

Motion/Second: Rodin/Sher to approve Minutes of December 18, 2024, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

- a. Adoption of Resolution (2025-01) Approving the City of Ukiah's Qualified Contractors List for 2025 – City Clerk.

- b. Consideration of Approval to Utilize Solid Waste Abatement Funds for a New Part-Time, Temporary Volunteer Coordinator Position, and Approve Corresponding Budget Amendment – *Community Services*.
- c. Consideration of Approval of Reclassification of Administrative Assistant Position to Department Analyst Position for the Police Department – *Police*.
- d. Request for Approval to Utilize Umpqua Bank for Comprehensive Banking Services – *Finance*.
- e. Report of a Retainer Agreement (2425-161) with Colantuono, Highsmith & Whatley, PC for Representation of the City of Ukiah in Vichy Springs Resort, Inc. v. City of Ukiah, Northern District of California, Case No. 1:24-cv-7106, Approval of Continued Use as Needed, and Approval of Corresponding Budget Amendment – *City Attorney*.
- f. Review and Accept the 2024 Development Impact Fees Report Along with Corresponding Actions – *Finance*.
- g. Approve Change Order #7 (2324-169-CO7) to Contract 2324-169 with Kirby Construction Company to Complete Additional Repairs Discovered During Construction at the Electric Facility on Hastings Road, and Authorize a Budget Amendment in the Amount of \$25,000 – *Electric Utility*.
- h. Adoption of an Ordinance Modifying Ukiah City Code to Add a New Chapter 13, Entitled “Vacant and Abandoned Property Registration and Maintenance,” to More Effectively Regulate Vacant and Abandoned Properties – *Community Development*.

ORDINANCE NO. 1250

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING CHAPTER 13 TO DIVISION 3 OF THE CITY CODE, ENTITLED “VACANT AND ABANDONED PROPERTY REGISTRATION AND MAINTENANCE”.

- i. Authorize the City Manager to Execute a Municipal Lease Agreement (COU No. 2425-163) with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to Finance the Acquisition of RIMS Computer-Aided Dispatch and Records Management Software and Approve Corresponding Resolution (2025-02) – *Finance*.
- j. Consideration of Approval of the Freezing of the Grants Coordinator/Manager Position and the Unfreezing of the GIS Analyst/Cartographer Position in the Community Development Department; and Approval of Corresponding Budget Amendment – *Community Development*.

Staff responded to questions regarding Agenda Items 8b, 8h, and 8j.

Public Comment: Amy Sturgess.

Motion/Second: Rodin/Criss to approve Consent Calendar Items 8a-8j, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: (Unidentified person) – Local theft, Fire Department allocations, sewer fees aid; Amy Sturgess – Fire hydrants; (Unidentified person) – Animal regulations in respect to fires.

10. COUNCIL REPORTS

Presenter: Councilmember Rodin.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; and

- **Construction Update, Recycled Water Project, and FEMA Flood Plain** – Tim Eriksen, Public Works Director / City Engineer.
- **Palace Hotel Update** – Shannon Riley, Deputy City Manager.

12. PUBLIC HEARINGS (5:30 PM)

a. ~~Introduction by Title Only of an Ordinance Modifying Ukiah City Code to Preserve and Strengthen Agricultural Uses In and Around Ukiah Consistent with the Ukiah 2040 General Plan. Pulled by Staff.~~

Note: This Agenda Item has been re-noticed for the February 19, 2025, City Council Meeting.

13. UNFINISHED BUSINESS

a. Approval of Plans and Specifications for Remodel at 501 South State Street, Specification 25-01, and Direct Staff to Advertise for Bids.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: (Unidentified person); Amy Sturgess.

Motion/Second: Criss/Rodin to approve plans and specifications for remodel at 501 South State Street, Specification 25-01, and direct Staff to advertise for bids. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

14. NEW BUSINESS

Council Consensus to hear agenda item 14b out of order.

b. Possible Introduction of Ordinance by Title Only Amending the City Code Provisions Regarding Enforcement of Business License Regulations.

Presenters: Matt Keizer, Chief Building Official and Darcy Vaughn, Assistant City Attorney.

Public Comment: Amy Sturgess.

Motion/Second: Rodin/Sher to introduce the Ordinance by title only. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Deputy City Clerk, Araceli Sandoval, read the following ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 6, CHAPTER 1, DIVISION 2 OF THE CITY CODE TO DELEGATE AUTHORITY TO THE CITY'S CODE ENFORCEMENT DEPARTMENT TO ENFORCE VIOLATIONS OF THE CITY'S BUSINESS LICENSE REGULATIONS.

Motion/Second: Rodin/Orozco to introduce the Ordinance amending the City Code provisions regarding enforcement of business license regulations. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

a. Review and Consider the Fiscal Year 2025-26 Budget Development Schedule.

Presenter: Dan Buffalo, Finance Director.

No public comment was received.

Report was received.

c. New Year Review, Discussion, and Appointments Regarding 2025 Council Assignments; and Consideration of Disbandment and Modification to City Council Committees and Ad Hoc/Standing Committees.

Presenters: Mayor Crane and Sage Sangiacomo, City Manager.

Motion/Second: Sher/Rodin to adopt the changes to the City Council Committees and Ad Hoc/Standing Committees as presented with minor additional changes. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Note: *Final Special Assignments list is attached.*

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 6:58 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

Initiation of litigation (4 cases)

b. Conference with Legal Council - Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation (1 case)

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. SCUК-CVPT-2018-70200

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC

e. Conference with Legal Counsel – Existing Litigation

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

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

f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 7:56 p.m.

Araceli Sandoval, Deputy City Clerk

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 Criss - 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 - Community Services Department Staff Orozco - 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 swwhite@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		Neil Davis		Neil Davis, Community Services Director; 467-5764 ndavis@cityofukiah.com	
Sun House Guild ex officio		2nd Tuesday of month, 4:30 p.m.		Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836		Support and expand Grace Hudson Museum		Orozco, Sher 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 N/A - Alternate		Sean White, Director of Water Resources; 463-5712 swwhite@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 (Mayor - Primary; Vice Mayor - Alternate)		Mayor Crane Vice Mayor Sher		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		Crane Rodin - 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 N/A - 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		Criss 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 Information 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 N/A - 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 Criss - 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 swwhite@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		Orozco, Criss 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 (GRTA)	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 Sher- 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		Orozco Criss - 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 9291 Old Redwood Hwy, #400 Windsor, CA 95492 707-838-1000			Russian River Watershed Association 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rwwatershed.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/Criss		Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboy1@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 Alternates: Criss		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 swwhite@cityofukiah.com					

2025 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Annexation Applications	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/Criss	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>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
Downtown Zoning code	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Tourism Advisory Committee	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Six (6) Year Agreement with Stryker Corporation for ProCare Preventive Maintenance and Repair for a Total Cost of \$92,962.80 plus tax.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ukiah ProCare Quote- IFT

Summary: Council will consider approval of a six (6) year agreement with Stryker Corporation for ProCare preventive maintenance and repair for a total cost of \$92,962.80 plus tax.

Background: The Ukiah Valley Fire Authority recently added several pieces of equipment built by the Stryker Corporation for the outfitting of our Inter-Facility Transfer (IFT) ambulances to match and be compatible with equipment we currently utilize.

Discussion: In the meeting on September 4, 2024, the Council authorized the Fire Authority's acquisition of three (3) Lifepak 15 cardiac monitor/defibrillators, three (3) Power Pro 2 Cots, and three (3) MTS Power Load systems. At the time of purchase, ongoing preventive maintenance services were not included in the cost. The total contract amount of \$92,962.80 plus tax reflects the full cost over a six-year period (Attachment 1).

In accordance with Lifepak's policy and contractual terms, the entire amount for preventive maintenance and repair services must be paid upfront, rather than being distributed across multiple years. Funds are budgeted through the Inter-Facility Transfer program's enterprise fund.

Staff recommends that the Council approve a six-year agreement with Stryker Corporation for the ProCare preventive maintenance and repair services for a total cost of \$92,962.80.

Recommended Action: Approve a six-year agreement with Stryker Corporation for ProCare preventive maintenance and repair services for a total cost \$92,962.80 plus tax.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 71021150.80100: \$163,641

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Fund 71021150 - Inter-Facility Transfer Program Enterprise Funds

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



ProCare

Quote Number:	11007925	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Sahel Segovia
Prepared For:	UKIAH VALLEY FIRE DIST	Email:	sahel.segovia@stryker.com
Attn:		Phone Number:	(408) 545-8169
Quote Date:	10/21/2024		
Expiration Date:	01/19/2025		
Contract Start:	10/21/2024		
Contract End:	10/20/2025		

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST
Account #:	20077453	Account #:	20077453	Account #:	20077453
Address:	1500 S STATE ST	Address:	1500 S STATE ST	Address:	1500 S STATE ST
	UKIAH		UKIAH		UKIAH
	California 95482-6709		California 95482-6709		California 95482-6709

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
1.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 10/22/2024 - 10/21/2030 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	3	\$11,592.30	\$34,776.90
1.2	POWERPRO-PROCARE	Power Pro 2 for 6506 MTS PWRPRO COT HIGH CNFIG 10/22/2024 - 10/21/2030 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	3	\$8,154.90	\$24,464.70
1.3	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 10/22/2024 - 10/21/2030 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	3	\$11,240.40	\$33,721.20
ProCare Total:					\$92,962.80

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$92,962.80



ProCare

Quote Number: 11007925

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: UKIAH VALLEY FIRE DIST
Attn:

Rep: Sahel Segovia
Email: sahel.segovia@stryker.com
Phone Number: (408) 545-8169

Quote Date: 10/21/2024
Expiration Date: 01/19/2025
Contract Start: 10/21/2024
Contract End: 10/20/2025

Prices: In effect for 30 days
Terms: Net 30 Days

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of Cisco Meraki Cameras from Rhino Networks in the Amount of \$182,273.29 and Approve Corresponding Budget Amendment.

DEPARTMENT: Information Services **PREPARED BY:** Scott Shaver, I.T. Manager, Ryan Burkhart, IT Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Camera Refresh with MV72M and Brackets Quote - QN-079410
2. Correspondence Received After Publication

Summary: Council will consider approving the purchase of thirty-five Cisco Meraki cameras from Rhino Networks in the amount of \$182,273.29, and corresponding budget amendment.

Background: The City of Ukiah's current camera system has reached the end of its lifecycle, with many units now failing due to aging hardware. Replacement is critical to ensure continued security and operational effectiveness.

Discussion: The City's current on-premises camera system is at its end of life. In order to stay compliant with California state law, the City is also in need of storage to provide access to 24-7-365 audio-video (A/V) footage.

Cost Comparison

Staff research and collected costs from several different camera providers. Below is a detailed cost analysis of each vendor:

Vendor	Cost Type	One-Time Cost Per Camera	Total One-Time Cost (35 Cameras)	5-Year Cost Per Camera Meraki Mgmt Dashboard (licensing)	5-Year Cost Per camera Meraki Mgmt Dashboard Total 35 cameras	1-Year Cloud Archive Cost	5-Year Cost Cloud Archive Per Camera (licensing)	5-Year Cost Cloud Archive Total 35 Cameras (licensing)	Wall Mounting Brackets (35 Cameras)	Total Five-Year Cost (35 Cameras)
Meraki (5-year retention)	One-Time + Licenses	\$618.80	\$21,658.00	\$451.21 (includes prorated licenses)	\$15,792.35	N/A	\$3,973.86	\$139,085.10	\$3,503.50	\$182,273.29 (includes tax)
Flock (1-year)	Annual Subscription	N/A	N/A	\$3,000	N/A	\$105,000	N/A	\$525,000	N/A	\$525,000
Avigilon (Gaynor) (1-	One-Time	\$6,171.94	\$215,718.98	N/A	N/A	\$88,062.70	\$440,313.50	N/A	N/A	\$656,032.48

year retenti on)										
Verkada	One-Time	\$4,398– \$5,098	\$153,930– \$178,430	N/A	N/A	N/A	\$2,699	\$94,465	\$4,409. 65	\$277,304 .65

Key Observations

The following are key observations as a result of the review of the above information:

Meraki:

Total five-year cost includes:

- Hardware (MV93 Outdoor Camera): \$618.80 per camera (prices will vary by model but Cisco will maintain our pricing that is locked in), totaling \$21,658.20 for 35 cameras.
- MV Enterprise License (5 years): \$451.21 per camera, totaling \$15,792.35 for 35 cameras.
- MV 365-Day Cloud Archive License (5 years): \$3,973.86 per camera, totaling \$139,085.10 for 35 cameras.
- Combined total five-year cost: \$182,273.29.
- 1-Year Cost Per Camera: \$618.80, including prorated licensing.

Flock:

- Subscription-only model results in recurring costs with no hardware ownership.
- Five-year total cost is \$525,000, more than 3 times the cost of Meraki.

Avigilon (Gaynor) (1-Year Retention):

- Total first-year cost: \$215,718.98 due to high licensing and hardware fees.
- Five-year total cost: \$656,032.48, more than 3 times the cost of Meraki.

Verkada:

- Cost per camera varies between \$4,398 and \$5,098, depending on features and storage options.
- Unknown Additional Costs: Extended Cloud Backup Licensing is required to achieve 365-day retention. Verkada is not transparent with its pricing, but 11 licenses per camera to equal 1-year of retention would be necessary, likely increasing the total five-year cost significantly beyond Cisco Meraki.
- Lack of pricing transparency makes cost projections unreliable.

Based on this analysis, it is Staff's recommendation for Council to approve the purchase of the Cisco Meraki cameras from Rhino Networks in the amount of \$182,273.29.

Please refer to Attachment 1 for a copy of the quote. If approved, the system will provide:

1. Security and Reliability: The Cisco Meraki camera solution offers advanced security features such as end-to-end encryption, role-based access control, and real-time alerting capabilities. These features are

critical to protecting sensitive footage while significantly reducing vulnerabilities inherent in the current on-premises system, which is at the end of its lifecycle. Additionally, the reliability of the Meraki system ensures consistent and uninterrupted coverage, providing peace of mind for public safety.

2. Scalability and Integration: Cisco Meraki provides unmatched scalability to address both current and future needs. Its seamless integration with other Meraki devices already deployed within the City's IT infrastructure creates a unified management platform. This single dashboard not only streamlines operations but also reduces the administrative burden on IT Staff, allowing for efficient and centralized oversight of all connected devices.

3. Cost Savings and Operational Efficiency: Adopting Cisco Meraki will result in significant cost savings for the City. The solution eliminates reliance on costly third-party support by enabling in-house management through an intuitive interface and access to Cisco's TAC support. Operational efficiencies include remote monitoring, automated firmware updates, and reduced downtime through proactive detection of hardware and software issues. Additionally, the system's energy-efficient design contributes to lower power consumption, further enhancing cost savings.

4. Compliance with State Laws: The Cisco Meraki solution ensures full compliance with California state laws governing audio-video media, including strict requirements for data retention, access control, and privacy protections. This compliance mitigates legal risks while positioning the City as a leader in adopting responsible and transparent practices.

5. Enhanced Storage Capabilities: The system's robust storage capabilities address the City's growing demands for 24/7 audio-video (A/V) footage retention. With a combination of on-device storage and secure cloud-based options, the solution provides redundancy and eliminates the risk of data loss. These capabilities ensure the City's ability to meet operational and regulatory requirements.

6. Long-Term Strategic Goals: This project aligns seamlessly with the City's long-term IT modernization strategy, prioritizing cybersecurity, streamlined operations, and future-ready infrastructure investments. Additionally, the adoption of Cisco Meraki supports smart city initiatives by offering advanced analytics and integration with other IT devices, laying the groundwork for further technological innovation.

7. In-House Installation and Maintenance: City Staff will take full responsibility for the installation and maintenance of the Cisco Meraki video system. This eliminates the need for outside vendors, significantly reducing additional costs and ensuring that the system is managed by personnel who understand the City's unique operational requirements. Leveraging the expertise of existing Staff not only enhances cost savings, but also ensures rapid response times and continuity of service.

Given the critical need for replacement, cost savings, operational efficiencies, and transparency in pricing, proceeding with this purchase will address the immediate risk of hardware failures as well as secure a modern, scalable, and cost-effective video solution that meets the City's immediate needs and long-term operational goals. Note, the scalability and modernization of the system will allow for additional cameras and locations to be added as needed.

Staff recommends Council approve the purchase of thirty-five Cisco Meraki cameras from Rhino Networks in the amount of \$182,273.29, and corresponding budget amendment.

Recommended Action: Approve the purchase of Cisco Meraki Cameras from Rhino Networks in the Amount of \$182,273.29, and corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20913900.80100.18433: \$0

PROPOSED BUDGET AMOUNT: 20913900.80100.18433: \$182,273.29

FINANCING SOURCE: Cost Allocation

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Myles Fisette, Purchasing Manager; Mary Horger, Financial Services Manager; Dan Buffalo, Finance Director

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager



QUOTE

Rhino Networks
www.rhionetworks.com

Quote Number: QN-079410
Quote Date: 12/17/2024
Quote Valid Until: 12/24/2024

Bill To:
 City of Ukiah
 James Brown
 1320 Airport Rd
 Ukiah, CA 95482
 (707) 467-5774
jbrown@cityofukiah.com

Ship To:
 City of Ukiah
 James Brown
 411 West Clay St
 Ukiah, CA 95482
 (707) 467-5774
jbrown@cityofukiah.com

SKU	Product	MSRP	Cost	Qty	Ext. MSRP	Ext Cost
LIC-MV-5YR	Meraki MV Enterprise License 5YR	\$1,253.37	\$451.21	35	\$43,867.95	\$15,792.35
LIC-MV-CA365-5Y	Meraki MV 365 Day Cloud Archive License 5YR	\$11,038.50	\$3,973.86	35	\$386,347.50	\$139,085.10
MV73M-HW	Meraki MV73M Cloud Managed Outdoor Camera	\$2,210.00	\$618.80	35	\$77,350.00	\$21,658.00
MA-MNT-MV-48	Meraki Wall Mount Arm Bracket for MV 3rd Gene	\$250.25	\$100.10	35	\$8,758.75	\$3,503.50

Notes:

Discounts based on volume purchase.
 Additional surcharges may apply when using credit card.
 Pricing Reflects Wire Transfer / ACH / Company Check.
 For full order details please reference our updated terms and policies.
rhionetworks.com/terms-and-policies

Retail Price

MSRP Subtotal:	\$516,324.20
Tax:	\$7,646.46
Shipping:	\$0.00
MSRP Total:	\$523,970.66

Discounted Price

Discounted Subtotal:	\$180,038.95
Tax:	\$2,234.34
Shipping:	\$0.00
DiscountedTotal:	\$182,273.29

Please remit physical check payments to:

Rhino Networks
 4 Long Shoals Rd, Ste B486, Arden, NC 28704
 1-855-462-9434

Request to Pull Agenda Item 8.b."Approve the Purchase of Cisco Meraki Cameras from Rhino Networks in the Amount of \$182,273.29 and Approve Corresponding Budget Amendment" from Tonight's Council Meeting

From Mary Horger <mhorger@cityofukiah.com>

Date Wed 2/5/2025 1:59 PM

To CityClerk <cityclerk@cityofukiah.com>

Cc Sage Sangiacomo <ssangiacomo@cityofukiah.com>; Shannon Riley <sriley@cityofukiah.com>; Daniel Buffalo <dbuffalo@cityofukiah.com>; Myles Fisette <mfisette@cityofukiah.com>; Scott Shaver <sshaver@cityofukiah.com>; James Brown <jbrown@cityofukiah.com>; Ryan Burkhart <rburkhart@cityofukiah.com>; Cindy Sauers <csauers@cityofukiah.com>

Hi Araceli:

I hope you're doing well. I am requesting that Item 8.b. pulled from tonight's City Council agenda.

During our review of contract payment terms with Cisco this week, we identified the option of the possibility of moving forward with an enterprise agreement that offers greater payment flexibility. However, this approach would require incorporating existing software licensing and co-terming, which we need additional time to evaluate. Also, we plan to include the equipment for Hastings in this process.

We anticipate returning to Council with a recommendation at the February 19th meeting.

Please let me know if you need any further information regarding this request.

Thank you for your assistance!

Best,

Mary



Mary Horger, Financial Services Manager
411 West Clay Street, Ukiah, CA 95482
(707) 463-6233, mhorger@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Approval of Purchase of One 2025 Ford F-150 Lightning Pro Series Crew Cab for the Amount of \$60,964.56, Utilizing Awarded Funds from State Community Development Block Grant #21-CDBG-NH-20004, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Community Development

PREPARED BY: Myles Fisette, Purchasing Manager, Craig Schlatter, Community Development Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. SA No. 21-CDBG-NH-20004 full
2. Amendment- 21-CDBG-NH-20004
3. Bid Tabulation RFB E41054
4. Madera Ford Bid RFB E41054

Summary: Council will consider approving the purchase of one 2025 Ford F-150 Lightning Pro Series Crew Cab for the amount of \$60,964.56, utilizing awarded funds from State Community Development Block Grant #21-CDBG-NH-20004, and approval of corresponding budget amendment.

Background: On April 7, 2021, Council adopted Resolution No. 2021-12, authorizing the submittal of an application to the California Department of Housing and Community Development (HCD)'s Community Development Block Grant (CDBG) program for the funding of two activities - \$500,000 for a housing rehabilitation program and \$500,000 for a code enforcement program. The City was awarded the \$1 million CDBG grant on September 1, 2022, and on September 9, 2022, Standard Agreement #21-CDBG-NH-20004 (Attachment 1) was executed between the City and the State.

Proposed within the City's original application for the code enforcement program was to fully restore code enforcement services and to stand up a proactive code enforcement division within the Community Development Department. Towards this goal, funding was expected to primarily be used for the filling of a code enforcement inspector position, as well as training for existing and new Staff and the creation of new uniform code enforcement procedures. Much of this has been accomplished in the last two and a half years, and the new Code Enforcement Division is gradually expanding services to target specific priorities such as the new vacant and abandoned properties ordinance.

For the last two years, the Code Enforcement Division has been using an older small pickup truck to investigate code compliance issues. Due to its age, the truck is facing increased maintenance issues. Being gasoline-powered with frequent stops and starts and idling throughout the City, Staff has also had concerns about the longer term use of this vehicle and its carbon footprint. Due to these concerns, Staff requested an amendment to Standard Agreement #21-CDBG-NH-20004 for the purchase of a new Ford F-150 Lightning (electric) vehicle, and this amendment was granted by HCD on November 4, 2024 (Attachment 2).

Purchase of a new electric vehicle for the Code Enforcement Division also advances and is consistent with a Goal and Policy within the City's General Plan, Environment and Sustainability Element, as noted below.

Goal ENV: To improve air quality to the benefit of public health, welfare, and reduce air quality impacts with

adverse effects on residents' health and wellbeing.

Policy ENV-7.7, City Vehicle and Equipment Fleet: The City shall continue to purchase low-emission vehicles and use clean alternative fuels as part of their fleet. When possible, the City will replace gas and hybrid vehicles with electric vehicles.

Discussion: With the awarded funding approved by the State for the vehicle purchase, Staff sent out a Request for Bid on January 2, 2025. Three (3) bids were received (Attachment 3). Madera Ford was the lowest responsible bidder with a total bid amount of \$60,964.56 (Attachment 4).

Staff requests Council approve the purchase of one Ford F-150 Lightning Pro Series Crew Cab for the amount of \$60,964.56, awarding the bid to Madera Ford, and utilizing awarded funds through State CDBG Grant #21-CDBG-NH-20004.

Recommended Action: Approve purchase of one 2025 Ford F-150 Lightning Pro Series Crew Cab for the amount of \$60,964.56, utilizing awarded funds from State Community Development Block Grant #21-CDBG-NH-20004, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10023200.80100.18384: \$0

PROPOSED BUDGET AMOUNT: 10023200.80100.18384: \$60,964.56

FINANCING SOURCE: Community Development Block Grant standard agreement 21-CDBG-NH-20004 (pc 18384)

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Matt Keizer, Chief Code Enforcement Officer; Dave Kirch, Fleet & Facilities Maintenance Manager; Mary Horger, Financial Services Manager

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): 2a – Transformation of the fleet; 2c – Encourage clean vehicles when active transportation is not feasible.

GENERAL PLAN ELEMENTS (GP): A5 - Environment and Sustainability Element, Policy ENV-7.7: City Vehicle and Equipment Fleet.

Approved: 
Sage Sangiacomo, City Manager

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

 AGREEMENT NUMBER
 21-CDBG-NH-20004

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:

\$500,000

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	24
+ - Exhibit E	Program Application	105

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 Avenue

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

September 1, 2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-CDBG-NH-20004

PURCHASING AUTHORITY NUMBER (If Applicable)

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

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED

9/9/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

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 V, 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 V, 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, unless otherwise indicated and explained in Exhibit E. 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

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restrict the Grantee from applying for additional CDBG funding until 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:
 - a) An increase or reduction of activity scope, a change in National Objective, or
 - b) 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.
 - 2) Contract Revisions shall include but not be limited to:
 - a) Adjustments that:
 - i. Itemize the scope of work
 - ii. Revise milestone deadlines, except for first and last milestones; and/or
 - iii. 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.

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- 3) Contract Amendments: Adjustments to the Scope of Work that:
 - a) Require an increase or a reduced scope of work;
 - b) That change the National Objective, or
 - c) 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.
 - 4) Contract Amendments shall include but not be limited to:
 - a) Adjustments that:
 - b) Add scope beyond what was included in the original application;
 - c) Reduce scope such that the activity is materially different from the original application, or
 - d) Reduce estimated beneficiary counts.
 - e) 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.
 - 5) 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 Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract

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Manager at the following address*:

State CDBG Program Contract Manager
Division of Federal 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

**Due to the emergency telework policy in place for the State of California communications should be done electronically to ensure timely response.*

- 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;
 - 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.

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- 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 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 V.
- 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

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Integrated Disbursement and Information System (IDIS).

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,

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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 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 V, 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

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Financial Reports must be for a minimum of \$1000.00 and be in whole dollar amounts, 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 for the services identified in this Agreement in Exhibit E, Section V, 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 documented as having been incurred.
- 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 detailed description of work completed and an explanation of why no funds have been expended, and when anticipated date when funds will next be requested
- 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.

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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 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

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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 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:

- I. A Final Activity Report that includes all required reporting data for the activity;
- II. A filed Notice of Completion (if applicable);

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III. 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,

IV. Pursuant to the Citizen Participation Requirements for the State's Annually Appropriated Federal Programs, Plans and Reports and the federal regulations at 24 CFR 570.486(a)(5), proof of publication of public hearing/meeting held during or at completion of the CDBG funded activity in which the Grantee describes the accomplishments of the activity and confirms that the activity is complete.

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 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.

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CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

HUD Grant No.: B-21-DC-06-0001

CFDA Number: 14.228

Date HUD Grant Agreement Signed: 09/03/2021

2020-2021 Annual Action Plan January 2021 Substantial Amendment

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 the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG

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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 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. 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.

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- 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 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 in Section I of Exhibit E. 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

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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 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.

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- c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - 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:
 - (g) 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

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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.

- 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.

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- 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.

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 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 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 200, 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:

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- 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;
- 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

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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. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers 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 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments

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under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

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- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, 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 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

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- 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 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.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any

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funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed 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 Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that

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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 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

EXHIBIT D

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.
- 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

EXHIBIT D

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.

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,

EXHIBIT D

- 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 thirty (30) days after the Expenditure Deadline, unless the nature of the activity requires more than thirty (30) days as indicated in Exhibit E. Extensions for final reporting must be approved in writing by the Department. 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 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

EXHIBIT D

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,

EXHIBIT D

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

- A. 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

EXHIBIT D

and workers compensation insurance, from all contractors and 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.

- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

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

EXHIBIT D

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 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

EXHIBIT D

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)]. **Energy Policy and Conservation Act**

32. 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). **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.
 - 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.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 01/29/2021; Amended on 05/17/2021 and on 12/27/2021
Approved Date: 02/02/2022
Prep. Date: 07/27/2022

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- 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 Code Enforcement Services Program

EXHIBIT E

Award Number

21-CDBG-NH-20004

PO Number**Profile**

cschlatter@cityofukiah.com

Section I

Activity Category

Programs

Activity (Programs)

15 Code Enforcement

Activity (Projects)**National Objective (PS)**

(LMA) Low/Mod Area Benefit

Check this box if the activity is in support of housing

This activity supports housing

Section II

Measure Indicator (P)**Measure Indicator (PS)**

Choose the measure indicator from the list. 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

7,765

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

Abused Children, Battered Spouses, Persons with living AIDS, Elderly Persons, Homeless Person, Migrant Farm Workers, Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Program Title

City of Ukiah Code Enforcement Services Program

Organization Name

City of Ukiah

Organization Street Address

300

Organization Street Name

Seminary Avenue

Organization Suite #**Organization City**

Ukiah

Organization State

California

Organization Zip Code

95,482

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

115

Census Block Group(s)

01, 02, 04

Does this activity occur on more than one Census Tract and Block Group?**Are you using an income survey?**

No

Upload survey findings**Low Mod percentage**

61

Please upload the LMA service area map for your activity

City of Ukiah Code Enforcement LMA service area mapping.pdf

Section IV

Activity Address

300

Activity Street Name

Seminary Avenue

Activity City

Ukiah

Activity State

California

Activity Zip Code

95,482

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.

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.

Activity Description

The City of Ukiah proposes \$500,000 for a new CDBG Code Enforcement Services program to fully restore code enforcement services in deteriorating City incorporated areas, improve living conditions for low and moderate income (LMI) households and individuals, and address escalating hazards to the community. \$465,000 of a possible CDBG grant award would be used to deliver targeted code enforcement services for the benefit of up to 7,765 LMI persons in two census tracts and six different block groups throughout the City. \$35,000 would be utilized by City Community Development Department staff for general administration activities including program compliance, reporting, and monitoring of the program activity.

The code enforcement program would involve inspection of properties within Census Tract 115/Block Groups 1, 2, and 4 and Census Tract 116/Block Groups 1, 2, and 3 (the LMA service area); and working with property owners within those six deteriorating areas to correct code deficiencies, violations, and/or other health and safety violations. The City is also proposing a new Housing Rehabilitation in response to the 2021 CDBG NOFA, and if both programs are funded, the code enforcement program is expected to be especially effective at improving living conditions for LMI persons. Those presumed to benefit under a new CDBG code enforcement program include abused children, battered spouses, persons living with AIDS, elderly persons, homeless persons, migrant farm workers, and adults meeting the Bureau of Census' Definition of Severely Disabled Persons. Youths, single adults, single men/women, families, mentally ill, veterans, substance abusers, and victims of domestic violence are also expected to benefit.

The program is anticipated to begin by October 2021 and conclude by July 2024 or earlier. Code enforcement services will be implemented by staff within the Community Development Department's Building/Code Enforcement Services Division, with additional support from the Ukiah Police Department as needed. If awarded CDBG funding, the City expects to hire one full-time code enforcement position to implement the program within the six targeted areas and fully restore the capacity of the code enforcement services division, which was all but eliminated 10 years ago. As compliance increases in the six deteriorating areas, and it becomes known throughout the community that the City has a proactive code enforcement division, the need for future CDBG funding to continue these services is expected to be reduced. CDBG funds are needed to start up the City's code enforcement services program and address critical needs in these six deteriorating areas.

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 - Task Narrative

Task 1- Execute standard agreement with HCD.

Task 2- Develop and post full-time code enforcement services position. Recruit for and fill position.

Task 3- Concurrent to Task 2, Building Official and Building Inspector to attend training through the California Association of Code Enforcement Officers. Note: Non-CDBG funding has already been identified for this training.

Task 4- Concurrent to Tasks 2 and 3, Building Official to work with City Attorney's Office to create uniform code enforcement procedures.

Task 5- Deploy code enforcement services through field inspections in six deteriorating census tracts/block groups. Start with back log of complaints.

Task 6- Enter non-compliant owner and land information into code enforcement tracking tools.

Task 7- Resolve code compliance issues through letters, court action, police action, etc. Deploy Housing Rehabilitation program funding (if awarded) to qualified owner-occupants and owner-investors.

Task 8- Close out code enforcement cases with After Action Report and implement tracking of code enforcement cases to demonstrate progress.

Task 9- Produce report on final accomplishments and present to City Council for review and approval.

Task 10- Complete closeout procedures for standard agreement; submit closeout package to HCD.

The City expects to submit monthly funds requests, annual performance reports, and other required reports from execution of the standard agreement to close-out for the code enforcement services program activity.

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.

Detailed Scope of Work - Deliverable Narrative

Deliverable 1- Standard agreement executed with HCD.

Deliverable 2- New code enforcement services position filled.

Deliverable 3- Building Official and Building Inspector complete training and receive completion certificates from the California Association of Code Enforcement Officers.

Deliverable 4- Complete uniform code enforcement procedures.

Deliverable 5- Complete code enforcement inspections in Census Tract 115, Block Groups 1, 2, and 4; and Census Tract 116, Block Groups 1, 2, and 3.

Deliverable 6- Upload all identified code enforcement issues into code enforcement tracking system.

Deliverable 7- Complete letters and follow-up code enforcement actions to fully address and resolve code compliance and health and safety issues in six deteriorating areas.

Deliverable 8- Identify and refer code compliance cases for Housing Rehabilitation program assistance.

Deliverable 9- Complete After Action Reports for resolved code enforcement cases.

Deliverable 10- Complete report on final accomplishments; present report to City Council.

Deliverable 11- Complete closeout requirements per the standard agreement.

Deliverable 12- Submit closeout package to HCD.

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 add additional optional milestones?

Yes

If you selected YES, please provide each milestone for the program 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

Code Enforcement Services program activity start date: no later than 60 days after execution of the STD 213.

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2 (optional)

25% expenditure

Milestone #3 (optional)

50% expenditure

Milestone #4 (optional)

75% expenditure

Milestone #5 (optional)

100% expenditure

Milestone #6 (optional)

Milestone #7 (optional)

Milestone #8 (optional)

Milestone #9 (optional)

Confirmation of Closeout - Milestone #10

Confirmation of closeout: no later than 90 days after expenditure deadline of STD 213.

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Is this a Code Enforcement Program?

Yes

Population to Enforcement officer ratio

16035 to 0.50

Narrative regarding current code enforcement needs

Currently, the City is facing a situation of extremely limited staffing and resources to respond to and address escalating code enforcement needs. Code enforcement services are performed approximately one quarter of the time by two Building Division personnel in the Community Development Department (CDD), resulting in a population to code enforcement officer ratio of 16,035 to 0.5. Building Division personnel, although trained in building code and health and safety compliance, do not have current training through the California Association of Code Enforcement Officers. Lack of training, funding, and time results in current code enforcement services being limited to addressing complaints about the most severe health and safety concerns.

Approximately 10 years ago, a full-time code enforcement services position was eliminated from the Community Development Department due to budget issues and most of these services transferred to the Ukiah Police Department (UPD). Over time, and especially as calls for service related to law enforcement issues and nuisances have increased throughout Ukiah, it has not been possible for UPD to proactively respond to and prioritize code enforcement. In the past 14 months, for example, UPD received over 430 calls regarding Ukiah City Code issues, over 300 reports of abandoned vehicles, and over 50 complaints about graffiti.

Consequently, and after collaborative discussions between UPD and CDD, in 2020 most code enforcement services were transferred back to CDD, which created a new Code Enforcement Services Division under the purview of the Building Division and Building Official. Although the framework is now in place to proactively address code enforcement issues throughout the City of Ukiah and especially in deteriorating Census Tracts/Block Groups, funding and staffing resources are still limited. CDBG funding for a new code enforcement services division would essentially triple the size of staff to address code enforcement issues, to a population to code enforcement ratio of 16,035 to 1.5, while also designing uniform code enforcement procedures to standardize and increase efficiencies for delivering code enforcement services. Besides improving responsiveness and effectiveness of code enforcement services, a more intentional and proactive enforcement services model will reduce the impact to the Ukiah Police Department, increasing safety Citywide.

Provide a detailed narrative about the need for code enforcement in your community. Reference documentation regarding needs for code enforcement.

Need for code enforcement documentation, check all that apply.

Photos documenting need

Code Enforcement Need document upload

City of Ukiah CE Program- code enforcement need doc- photos.pdf

Code Enforcement Need additional document upload

Code Enforcement Need additional document upload

Code Enforcement Need additional document upload

Narrative regarding how the age of the housing impacts enforcement needs

The age of the housing stock in Ukiah has a significant impact on the needs of code enforcement in the areas of capacity, safety, and resources. According to the 2019-2027 City of Ukiah Housing Element, the majority of the housing stock in the City of Ukiah, nearly 70%, was built in the 1950s – 1980s with many of these homes having few improvements since their construction. Deferred maintenance on these homes attribute to issues like leaky roofs, lack of egress, architectural barriers to ADA accessibility, deteriorated stairways and landings, plumbing issues, failing structural systems, unsightly and broken concrete driveways, lack of painting/waterproofing that leads to dry rot/pest and fungus issues, mold intrusion, etc. The sheer scale of deteriorating housing stock, especially in the six deteriorating Census Tracts/Block Groups (the LMA service area), poses an increased urgency to proactively address code enforcement issues in these areas, particularly for safety purposes.

The age of the housing stock in Ukiah thus increases the burden on code enforcement resources and capacity, reducing code enforcement personnel effectiveness. In the short term, this shifts the focus of code enforcement services to only the most severe health and safety issues. In the long term, and without additional resources or funding, this situation poses a safety hazard for the entire community.

How old is the housing stock?

30-60 years old average; over 90% of housing stock over 25 years of age (2019-2027 City of Ukiah Housing Element)

Provide a narrative describing property nuisances in your community

As with age of the housing stock and impacts to service delivery, the increase in the number of property nuisances over the past few years has further reduced the effectiveness of code enforcement services to sustainably address code enforcement needs throughout the community. Illegal dumping on public and private property is one major concern, and there are multiple properties in Ukiah where access is restricted by garbage and debris to the point one cannot walk through the yard, home, or parking lot (see attached photo documentation). This poses access and safety issues for first responders entering the property to respond to emergencies.

There are multiple instances of graffiti throughout the City. Abandoned vehicles are also a concern and usually located in larger public parking lots, often with wheels missing and temporary makeshift living areas built into the vehicles. Removing the vehicles and assisting individuals with accessing housing poses a significant challenge and often involves coordination with several community partners. Finally, vacant properties, while the least reported code enforcement issue, pose safety and health issues to community residents. Over the last 14 months alone, the Ukiah Police Department has documented over 1,500 calls related to public nuisances and code complaints (see attached documentation). Public nuisances deteriorate and jeopardize the entire community, as well as the safety of first responders.

A public nuisance property is one that has the potential to affect the health, safety, welfare and/or comfort of the general public. Provide a detailed narrative of public nuisance properties in the program's service area impact the community and code enforcement activities.

Property nuisance type (select all that apply)

Graffiti, Dumping, Abandoned Vehicles, Vacant Property problems, Other

Property nuisance type document upload

City of Ukiah CE Program- public nuisance doc- police calls.pdf

Property nuisance type additional document upload

City of Ukiah CE Program- public nuisance doc- photos.pdf

Property nuisance type additional document upload

Property nuisance type additional document upload

Property nuisance type additional document upload

Do you have rental housing protection?

No

Rental housing protection document upload

City of Ukiah CE Program- rental housing protection doc.pdf

Rental housing protection additional document upload

Rental housing protection additional document upload

Rental housing protection additional document upload

Indicate the number of grants managed in the last 48 months

4 or more grants

List the grants managed in the last 48 months.

City of Ukiah 16-HOME-11376 and HOME Program Income: Tenant Based Rental Assistance and First Time Homebuyer Assistance
City of Ukiah 16-CDBG-11147 and CDBG Program Income: Business Assistance Program and Microenterprise Technical Assistance Program
City of Ukiah 18-HOME-12560: Rental New Construction Project for Ukiah Senior Apartments
City of Ukiah 19-PGP-13298: SB2 Planning Grant Program for Housing Element program implementation
City of Ukiah 20-CDBG-12036 ADA Design Planning Study at a City of Ukiah Municipal Services Facility
City of Ukiah 20-LEAP-15456 for Housing Planning activities

Provide a narrative listing your partners and collaborators

Code enforcement services will be implemented by the City of Ukiah's Building and Code Enforcement Services Division, a Division of the Community Development Department. The Division frequently collaborates with police officers within the Ukiah Police Department, especially on code enforcement cases involving potential law enforcement issues. The Division also collaborates with the Ukiah Valley Fire Authority for violations of fire code and other fire-related health and safety issues.

Although these are existing longstanding partnerships for service delivery, the City does not have formal recognition of the partnership through a resolution by the City Council so does not meet the definition of supporting documentation requested within the application instructions. Instead, the City has submitted letters of support documenting these partnerships with signatures of the Chiefs of Police and the Ukiah Valley Fire Authority as documentation.

List of collaborators/partners

Other local government agency (county or city)

For documentation please upload adopted Memorandum of Understanding, Agreements, Contracts, Resolutions, Board Motions, or other formally approved documentation showing that the governing bodies of the different partner agencies have acknowledged the partnership/collaboration and are engaged in the effort. A signed letter of partnership/collaboration is NOT sufficient evidence of partnership unless it is signed by all parties in the collaboration/partnership, and has been recognized by the governing body of the responsible organization.

Partners/Collaborators Supporting Documentation

Ukiah CE Program- Letters of Support.pdf

Readiness

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

Can you confirm that the funding requested is gap funding?

Yes

Upload proof of certification

Ukiah CE Program- gap funding certification.pdf

Additional proof of certification

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Please include a narrative describing your staff and/or contractor/subrecipient expertise:

The CDBG code enforcement services program is proposed to be delivered by existing City of Ukiah Building/Code Enforcement Services staff and a newly hired code enforcement officer. Matthew Keizer, Building Official for the City of Ukiah, will be the lead for the code enforcement services activity, focusing on development of uniform code enforcement procedures with the City Attorney's Office, coordination of code inspections including the schedule, tracking of progress and resolution of code enforcement cases, recruiting/hiring/training the new code enforcement officer, and the deployment of resources for rehabilitation assistance, such as through a future Housing Rehabilitation program. Mr. Keizer has over 20 years' experience in the construction industry as a licensed general contractor and currently holds a General B license in good standing with the CSLB. As a building inspector, Mr. Keizer has completed over 40 International Code Council (ICC) certifications and recently achieved the designation as a Master Code Professional from the ICC, considered the "gold standard" for demonstrating proficiency in the building code profession.

Code Enforcement Officer for the City of Ukiah, to be hired if awarded CDBG funding, will be the principle implementer of code enforcement services in the six deteriorating areas (the LMA service area) of the City of Ukiah. It is proposed that CDBG code enforcement services funding pay for a large portion of the code enforcement officer's time, potentially up to 80 percent, with the remaining funding for the position coming from the City General Fund (the General Fund-portion of the funding would pay for the code enforcement officer's time when not in the LMA service area).

The code enforcement officer will conduct investigations, document violations, send letters regarding compliance issues and perform follow-up inspections, attend court appointments, and write citations. He/she will also work with owners to achieve compliance, answer questions from the public, and enter tracking information into the City's electronic code enforcement tracking system. The position will be expected to work with other agencies and departments, assist with community outreach, and connect residential code compliance violations to a future funded City housing rehabilitation program.

Steven Oropeza, Building Inspector II for the City of Ukiah, will assist the code enforcement officer and Mr. Keizer in performing the duties of the code enforcement services program. Mr. Oropeza holds 5 building inspection certificates, having recently achieved his "R5" Residential Combination Inspector certification. Mr. Oropeza will also assist with community outreach and connecting housing code compliance issues to a future City housing rehabilitation program.

Craig Schlatter, Community Development Director for the City of Ukiah, will administer the CDBG Code Enforcement Services Program, including coordination, compliance monitoring, the completion of semi-annual and annual reports, and drawdown requests. He will be assisted by Mr. Jesse Davis, Planning Manager and Mary Horger, Financial Services Manager. Although this will be his first administration of a Code Enforcement Program, Mr. Schlatter has 15 years' experience with the California CDBG non-entitlement program and has designed and implemented other Public Services programs, Planning and Technical Assistance studies, and Homeownership Assistance, Housing Rehabilitation, and Business Assistance programs through CDBG, as well as Owner Occupied Rehabilitation, Tenant Based Rental Assistance, First Time Homebuyer programs, and Rental New Construction projects through the HOME Investment Partnerships Program. Mr. Schlatter has also designed and implemented CDBG multi-family housing rehabilitation and reconstruction projects, infrastructure and public improvement projects, economic development and housing debt restructuring projects, and public facility improvement projects. Mr. Schlatter has training and experience in State and Federal Davis Bacon and Related Acts prevailing wage monitoring, as well as training through HUD in NEPA compliance and environmental reviews, and serves as the NEPA Certifying Officer for CDBG and HOME for the City of Ukiah.

Mr. Jesse Davis, Planning Manager for the City of Ukiah, will assist Mr. Schlatter in CDBG program administration and reporting. Mr. Davis has experience in federal grants management and environmental analysis, including work oversees as a Peace Corps volunteer, work as a regional grants officer for the Rotary Foundation, and significant work experience in community planning.

Mary Horger, Financial Services Manager for the City of Ukiah, will assist in the processing of funds requests and documentation of eligible expenses. Ms. Horger has approximately 20 years' experience in all aspects of procurement, budgeting, and vendor management, for both private and public organizations. Ms. Horger also has experience with CDBG and HOME financial management, including accounting and tracking.

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/2part_200

Do you have a draft/signed agreement with a contractor/subrecipient?

No

Upload draft/signed agreement(s)

City of Ukiah CE Program- contractor agreement doc- in-house.pdf

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/5B06AEAE-FF81-4393-A830-19FC588CCD75>

View Application Goals

<https://portal.ecivis.com/#/peerGoals/EBC8A0B0-7C68-41A8-95E0-D4AAF3B840D1>

of Reviews

4

of Denials

0

Original Submission Date (for re-submissions)

Average Score

250.00

Applications: File Attachments

Please upload the LMA service area map for your activity

City of Ukiah Code Enforcement LMA service area mapping.pdf

Code Enforcement Need document upload

City of Ukiah CE Program- code enforcement need doc- photos.pdf

Property nuisance type document upload

City of Ukiah CE Program- public nuisance doc- police calls.pdf

Property nuisance type additional document upload

City of Ukiah CE Program- public nuisance doc- photos.pdf

Rental housing protection document upload

City of Ukiah CE Program- rental housing protection doc.pdf

Partners/Collaborators Supporting Documentation

Ukiah CE Program- Letters of Support.pdf

Upload proof of certification

Ukiah CE Program- gap funding certification.pdf

Upload draft/signed agreement(s)

City of Ukiah CE Program- contractor agreement doc- in-house.pdf

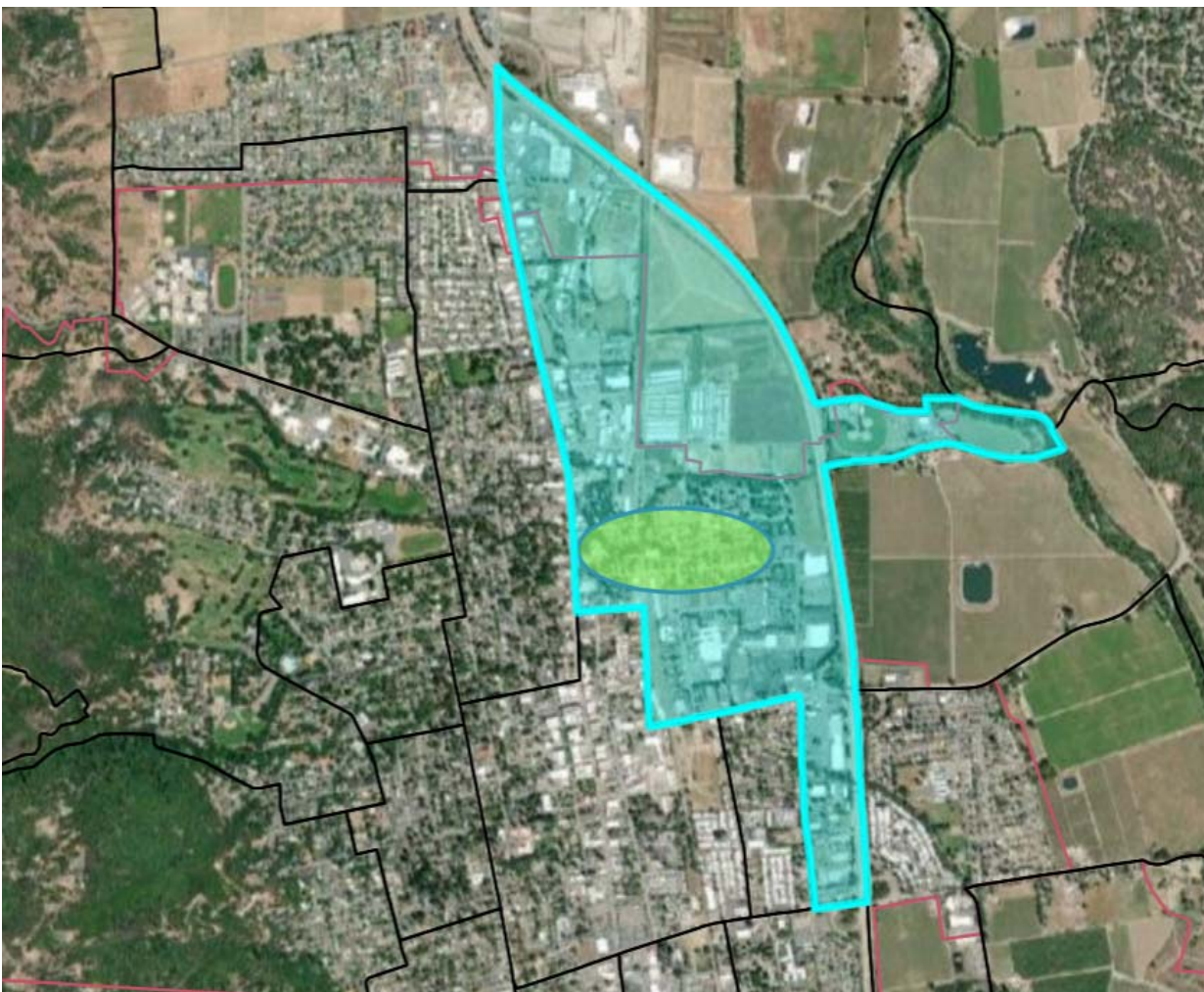


CDBG CODE ENFORCEMENT SERVICES PROGRAM
LMA SERVICE MAPPING

Description

The City of Ukiah CDBG Code Enforcement Services program is proposed to be conducted in the most blighted areas of the city. These areas comprise three Block Groups in Census Tract 115 and three Block Groups in Census Tract 116, for a total of six areas identified within the maps below. Area benefit for low and moderate income persons (LMA) ranges from 51.94% in Census Tract 116/Block Group 1 to 72.70% in Census Tract 116/Block Group 2, and at an average of roughly 61% LMA for the six areas. According to the HUD low-mod mapping tool, these six areas have area benefit for 7,765 LMI beneficiaries.

Area #1: Census Tract 115 / Block Group 1



Area with greater need for code enforcement services highlighted in yellow

LMA = 64.96%; low and moderate income beneficiaries = 1,170

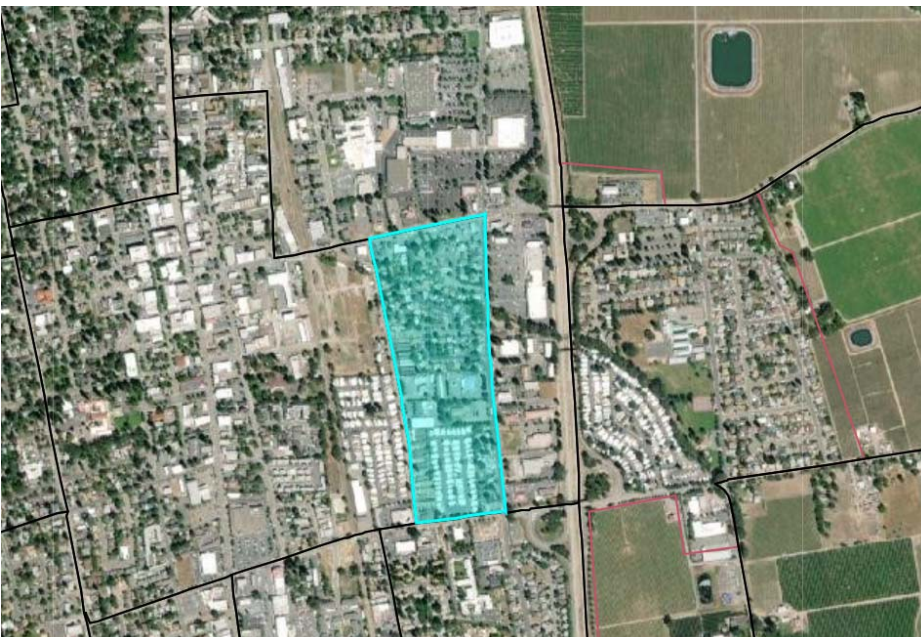
Area #2: Census Tract 115 / Block Group 2



Areas with greater need for code enforcement services highlighted in yellow

LMA = 50.24%; low and moderate income beneficiaries = 2,080

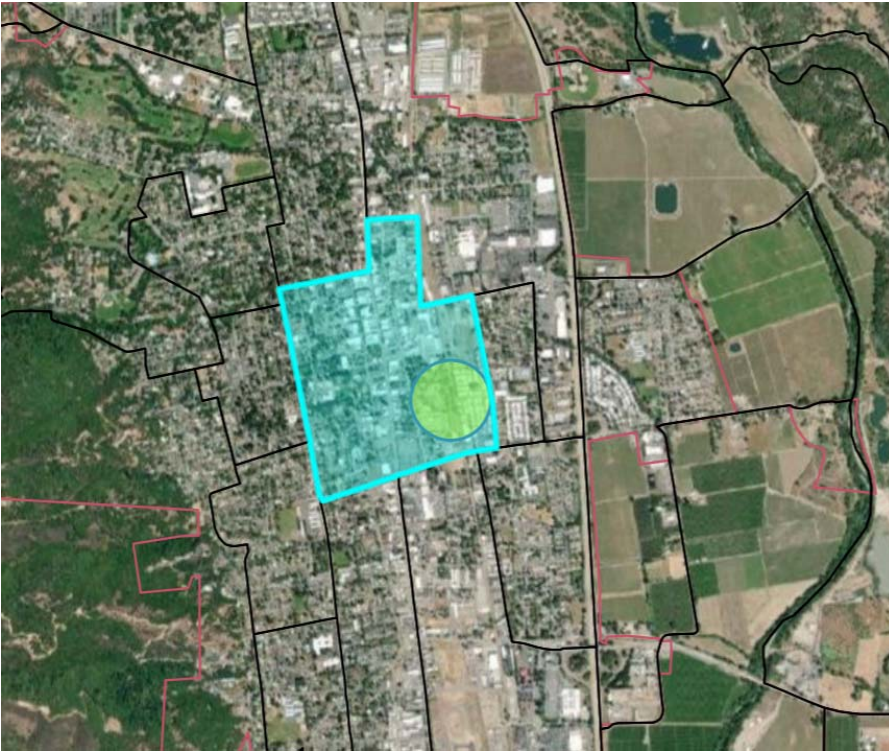
Area #3: Census Tract 115 / Block Group 4



The entire Census Tract 115 / Block Group 4 has a greater need for code enforcement services

LMA = 56.94%; low and moderate income beneficiaries = 360

Area #4: Census Tract 116 / Block Group 1



Area with greater need for code enforcement services highlighted in yellow

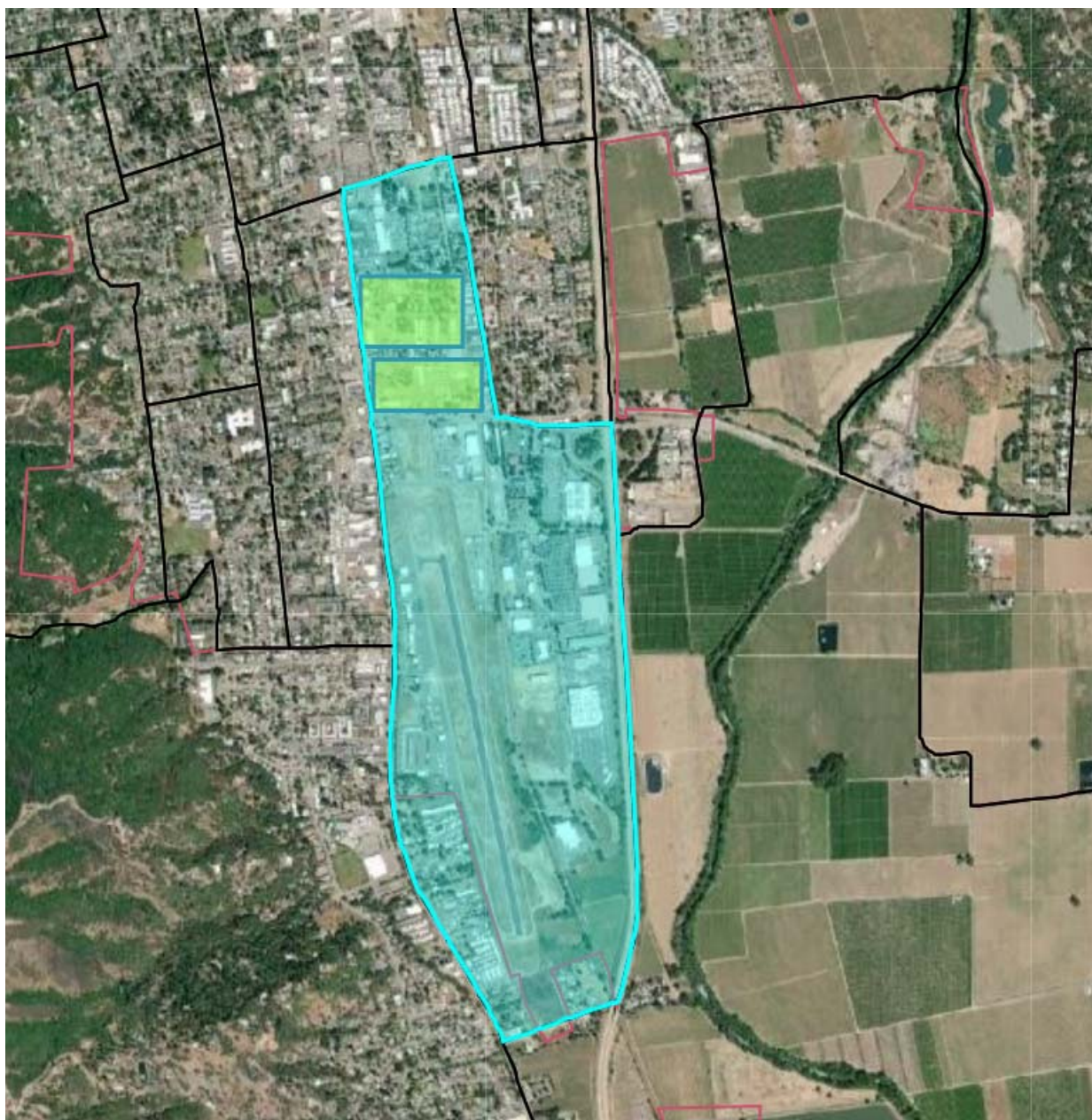
LMA = 51.94%; low and moderate income beneficiaries = 1,030

Area #5: Census Tract 116 / Block Group 2



The entire Census Tract 116 / Block Group 2 has a greater need for code enforcement services

LMA = 72.70%; low and moderate income beneficiaries = 1,905



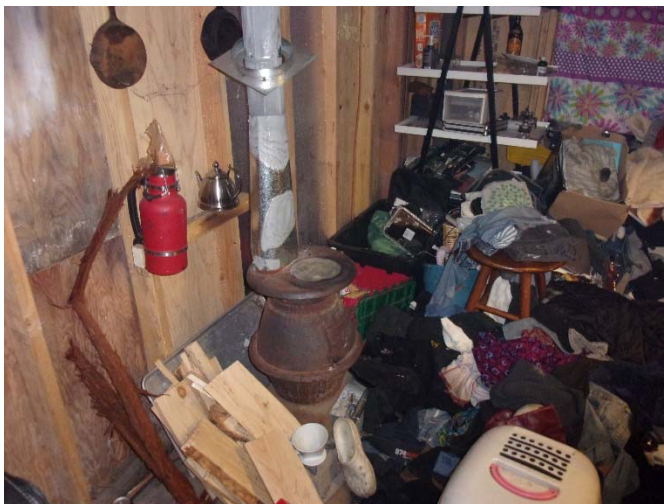
Areas with greater need for code enforcement services highlighted in yellow

LMA = 70.90%; low and moderate income beneficiaries = 1,220



CDBG CODE ENFORCEMENT SERVICES PROGRAM
CODE ENFORCEMENT NEED DOCUMENTATION – PHOTOS

Included below are photos from code enforcement calls for service, including illegal structures, unsafe living conditions, and building code violations. Captions are provided where appropriate.



Unpermitted structure; unsafe living conditions



Code violations and illegal structures, posing unsafe environment.



Living conditions posing unsafe living conditions.



CDBG CODE ENFORCEMENT SERVICES PROGRAM

PROPERTY NUISANCE DOCUMENTATION – CALLS FOR POLICE SERVICE

The City of Ukiah has attached the first page of reports documenting calls for police service over the last 14 months. Calls for police service included graffiti, complaints related to Ukiah City Code or violations of City Code, abandoned vehicles, and other public nuisance issues.

UKIAH POLICE DEPARTMENT Call Log Report Abandon Vehicles

City of Ukiah
21-CDBG-NH-20004
Page 19 of 105

First Date: 01/01/2020

Total Calls

309

Last Date: 04/20/2021

Call Number	Disposition	Complaint/Date	Address	Unit
200100067	108A	AVA	01/01/2020 1250 MARWEN DR, UKIAH	
		UPD		*4C7
200100163	108A	AVA	01/02/2020 1205 AIRPORT PARK BL, UKIAH	
		UPD		*4C7
200100194	108A	AVA	01/02/2020 125 COURT ST, UKIAH	
		UPD		*4C16
200100279	108A	AVA	01/03/2020 189 WABASH AV, UKIAH S/A A	
		UPD		*4C16
200100300	108A	AVA	01/03/2020 1200-BLK S STATE ST, UKIAH	
		UPD		*4C16
200100930	108A	AVA	01/08/2020 1100-BLK HELEN AV, UKIAH	
		UPD		*4C16
200101018	108A	AVA	01/09/2020 751 E GOBBI ST, UKIAH	
		UPD		*4C16
		UPD		4C7
200101031	108A	AVA	01/09/2020 400 OBSERVATORY AV, UKIAH	
		UPD		*4C16
200101066	108A	AVA	01/09/2020 1000 S STATE ST, UKIAH	
		UPD		*4C16
200101276				

UKIAH POLICE DEPARTMENT Call Log Report Graffiti

City of Ukiah
21-CDBG-NH-20004
Page 20 of 105

First Date: 01/08/2020

Total Calls

58

Last Date: 04/19/2021

Call Number	Disposition	Complaint/Date	Address	Unit
200100897	594G	VAN	01/08/2020 WASHINGTON AV // S DORA ST, UKIAH	
		UPD		*4C7
200201940	594G	VAN	02/17/2020 499 LESLIE ST, UKIAH	
		UPD		*4C7
200201979	594G	VAN	02/17/2020 555 LESLIE ST, UKIAH	
		UPD		*4C7
200202696	594G	VAN	02/22/2020 377 WARREN DR, UKIAH S/A A	
		UPD		*4C16
200203045	594G	VAN	02/25/2020 377 PEACH ST, UKIAH S/A A	
		UPD		*4C7
200300091	594G	R594	03/01/2020 141 GIBSON ST, UKIAH	
		UPD		*4B86
		UPD		4B73
		UPD		4S27
200300167	594G	VAN	03/02/2020 676 MYRON ST, UKIAH	
		UPD		*4C7
200300549	594G	VAN	03/05/2020 900 N OAK ST, UKIAH	
		UPD		*4C16
200300560	594G	VAN	03/05/2020 740 N SPRING ST, UKIAH	
		UPD		*4C16

UKIAH POLICE DEPARTMENT Call Log Report UCC Complaints

City of Ukiah
21-CDBG-NH-20004
Page 21 of 105

First Date: 01/23/2020

Total Calls

432

Last Date: 04/13/2021

Jurisdiction: UKIAH

Call Number	Disposition	Complaint/Date	Address	Unit
200102822	750C	UCC	01/23/2020 825 N STATE ST, UKIAH	
		UPD		*4B76
200102990	415T	UCC	01/25/2020 1240 AIRPORT PARK BL, UKIAH	
		UPD		*4B101
		UPD		4C16
200103051	750A	UCC	01/26/2020 390 W CLAY ST, UKIAH S/A 2	
		UPD		*4B98
200103397	750B	UCC	01/29/2020 1205 AIRPORT PARK BL, UKIAH	
		UPD		*4B90
		UPD		4B84
200103594	415N	UCC	01/30/2020 260 S SCHOOL ST, UKIAH	
		UPD		*4B90
200103736	415T	UCC	01/31/2020 410 W SMITH ST, UKIAH	
		UPD		*4B87
200200221	415T	UCC	02/03/2020 1116 AIRPORT PARK BL, UKIAH	
		UPD		*4B100
		UPD		4C7

UKIAH POLICE DEPARTMENT Call Log Report UCC Violations

City of Ukiah
21-CDBG-NH-20004
Page 22 of 105

01/01/2020

03/21/2021

Total Calls

46

Call Number	Disposition	Complaint/Date	Address	Unit
200100002	620F	FIREWORKS		
		01/01/2020	613 EMPIRE DR, UKIAH	
	UPD			*4B98
200100007	620F	FIREWORKS		
		01/01/2020	280 BURLINGTON DR, UKIAH	
	UPD			*4S27
200100189	620F	829		
		01/02/2020	501 S STATE ST, UKIAH	
	UPD			*4B100
200200374	620F	D17		
	415T	D17		
	808	D17	LEWIS LN, UKIAH	
	808	D17		
	UPD			*4B100
	UPD			4B84
	UPD			D17
	UPD			L3
200200377	620F	L3		
	415T	L3		
	808	L3	LEWIS LN, UKIAH	
	UPD			*L3
200200378	620F	4B84		
	415T	4B84		
	148P	4B84	LEWIS LN, UKIAH	
	808	4B84		
	UPD			*4B84
200200379	620F	4B100		
	415T	4B100		
	808	4B100	LEWIS LN, UKIAH	
	UPD			*4B100
200200475	415T	TRANSIENT		

UKIAH POLICE DEPARTMENT Call Log Report Marijuana Grows

City of Ukiah
21-CDBG-NH-20004
Page 23 of 105

First Date: 06/29/2020
Last Date: 10/07/2020

Total Calls
6

Call Number	Disposition	Complaint/Date	Address	Unit
200603168	113G	UCC		
		06/29/2020	220 FORD ST, UKIAH	
		UPD		*4B76
		UPD		4B100
200700992		UPD		4S26
	820	820		
	113G	4B88		
		07/09/2020	1101 N OAK ST, UKIAH	
200703100		UPD		*4B88
		UPD		4B101
	113G	HS		
		07/27/2020	780 APPLE AV, UKIAH	
200802837		UPD		*4B76
		UPD		4B100
	113G	817		
		08/25/2020	1084 HELEN AV, UKIAH	
200902520		UPD		*4B100
		UPD		4B76
		UPD		4B88
		UPD		4B90
		UPD		4B98
		UPD		L3
		UPD		L4
	113G	4B76		
201000751		09/22/2020	203 S HORTENSE ST, UKIAH	
		UPD		*4B76
201000751	822	822		
	113G			
		10/07/2020	350 S HIGHLAND AV, UKIAH	
		UPD		*4B88
		UPD		4S30
		UPD		L3

UKIAH POLICE DEPARTMENT Call Log Report Type All Unit Times and Location

21-CDBG-NH-20004

Page 24 of 105

First Date: 01/01/2020
Last Date: 04/20/2021

Total Calls
760

Call Number	Disposition	Complaint/Date	Address	Unit
200100052	597F	Animal	01/01/2020 WASHINGTON ST // S STATE ST, UKIAH	
	UPD			*4C7
200100060	597B	Animal	01/01/2020 404 PLUM DR, UKIAH S/A B	
	UPD			*4C7
200100083	597I	Animal	01/01/2020 884 S STATE ST, UKIAH	
	UPD			*4B100
200100084	597G	Animal	01/01/2020 298 PLANT RD, UKIAH	
	UPD			*4C7
200100288	597H	Animal	01/03/2020 411 MENDOCINO DR, UKIAH	
	UPD			*4C16
200100310	597F	Animal	01/03/2020 680 S STATE ST, UKIAH	
	UPD			*4C16
200100323	597F	Animal	01/03/2020 1027 N PINE ST, UKIAH	
	597I			
200100342	597F	Animal	01/03/2020 300-BLK PLUM ST, UKIAH	
	UPD			*4C16
200100425	597G	Animal	01/04/2020 400-BLK N BUSH ST, UKIAH	
	UPD			*4B101
	UPD			4B69



CDBG CODE ENFORCEMENT SERVICES PROGRAM
PROPERTY NUISANCE DOCUMENTATION – PHOTOS

Included below are photos from code enforcement calls for service, including illegal dumping, graffiti, garbage and debris, and abandoned vehicles. Captions are provided where appropriate.



Illegal dumping and graffiti at abandoned, vacant property.



Garbage, debris, and abandoned vehicles in backyards of single-family homes



Abandoned vehicles



**CDBG CODE ENFORCEMENT SERVICES PROGRAM
RENTAL HOUSING PROTECTION DOCUMENTATION**

Through this 2021 CDBG application for a code enforcement services program, the City of Ukiah is proposing to redesign and rebuild the capacity of the Code Enforcement Division to respond to escalating enforcement and compliance issues in the six deteriorating areas of the City (the LMA service area). One of the needs of a City code enforcement program is to design and implement a Rental Housing Protection program through Ordinance.

The City does not yet have this Ordinance established, as the City has not had the capacity to enforce such an Ordinance. If CDBG funding is received for the City's proposed Code Enforcement Services program, the City intends to explore design and adoption of such an ordinance with the Ukiah City Council.



"Safety, Professionalism & Community Service"

Justin Wyatt
Chief of Police

April 26, 2021

Department of Housing and Community Development
Division of Financial Assistance, Attn: CDBG NOFA Unit
2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833

Re: City of Ukiah's Application to the Community Development Block Grant Program 2021
NOFA for Code Enforcement Services Program

To Whom It May Concern:

The Ukiah Police Department was pleased to learn of the City of Ukiah's application to the Community Development Block Grant Program to fund a City of Ukiah Code Enforcement Services program in deteriorating areas of the City of Ukiah. The Police Department routinely responds to or observes quality of life issues within the City of Ukiah, and fully supports the application. The Police Department will continue to partner with the City of Ukiah Community Development Department to assist in delivering these program services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Justin Wyatt", written over a light blue horizontal line.

Justin Wyatt
Chief of Police
Ukiah Police Department



UKIAH VALLEY FIRE AUTHORITY

1500 SOUTH STATE STREET
UKIAH, CA 95482-6709

Phone: (707)462-7921 ♦ Fax: (707)462-2938 ♦ Email: uvfd@sonic.net

April 26, 2021

Department of Housing and Community Development
Division of Financial Assistance, Attn: CDBG NOFA Unit
2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833

Re: City of Ukiah's Application to the Community Development Block Grant Program 2021 NOFA for Code Enforcement Services Program

To Whom It May Concern:

As the Fire Chief for the Ukiah Valley Fire Authority (UVFA), I was pleased to learn of the City of Ukiah's application to the Community Development Block Grant Program to fund a City of Ukiah Code Enforcement Services program in deteriorating areas of the City of Ukiah. The UVFA fully supports the application and intends to partner with the City of Ukiah Community Development Department to assist in delivering these program services.

Respectfully,

Douglas P. Hutchison

Doug Hutchison
Fire Chief/EMT-P



April 28, 2021

Department of Housing and Community Development
Attn: Roxann Kuhnert, CDBG Program Manager
Division of Financial Assistance, CDBG NOFA Unit
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833

Re: Certification of Gap Funding – City of Ukiah Code Enforcement Services Program

Dear Ms. Kuhnert:

This letter is to certify that the CDBG funds requested for the City of Ukiah Code Enforcement Services Program constitute gap funding for the overall activity. The total activity project cost is anticipated to be \$554,026, consisting of \$500,000 in CDBG funds and \$54,026 in funding from the City of Ukiah General Fund.

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", with a stylized flourish at the end.

Craig Schlatter
Director of Community Development



**CDBG CODE ENFORCEMENT SERVICES PROGRAM
CONTRACTOR / SUBRECIPIENT DOCUMENTATION**

The City of Ukiah intends to implement and administer a CDBG-funded Code Enforcement Services Program and associated Standard Agreement “in-house” with City of Ukiah staff within the Community Development Department. Draft and/or signed agreements with a contractor or subrecipient will not be needed and thus are not applicable for the City’s application.

Profile: cschlatter@cityofukiah.com

Applicant Information

Linked Applicant

cschlatter@cityofukiah.com

Tell us about you.

First name

Craig

Last name

Schlatter

Phone Number

7074636219

Email

cschlatter@cityofukiah.com

Title

Community Development Director

Company/Organization

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 Per Resolution

Sage Sangiacomo

Business/Finance Representative

Daniel Buffalo

Organization Address

Address

300 Seminary Avenue

Address 2

City

Ukiah

State

California

County

Mendocino

Congressional District/Region

2

Zip

95482

Phone

7074636221

Phone Extension

Fax

7074636204

Is or will there be a consultant on this activity/application?

No

Employer Identification Number (EIN)

946000446

DUNS #

074642893

Business/Finance Contact (if required)

Name

Title

Email

Phone

Are you applying on behalf of an additional Jurisdiction?

No

Racial Equity: 26371564

Name	Attachments
26371564	No

Applications

City of Ukiah Code Enforcement Services Program

Racial Equity

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Please select your application type:

Public Services

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness?

The City of Ukiah will primarily capture and analyze data regarding disproportionate outcomes in CDBG-CV through the use of community-engagement forums, equity surveys, and personal communication from members of the City's newly-formed Equity and Diversity Committee. The 11-person Equity and Diversity Committee includes two City Council members and nine individuals who identify with or are members of organizations that represent the following demographic groups: Persons with lived experience of poverty (currently or formerly living at or below the poverty level, Persons with physical or mental disabilities, Persons from the LGBTQA community, Native American tribes and communities in Mendocino County, Persons from the Hispanic/Latino community, Persons of color, Persons whose primary language is not English, Youth 21 years and younger, and Seniors 65 years or older.

The Committee, seated on February 17, 2021, has been tasked with developing an action plan to foster diversity and equity in the organization and our community. The committee will review policies, practices, and procedures to promote and enhance equal participation and access to services. The Equity and Diversity committee serves in an advisory capacity to the City Council and City Manager.

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG funded project or program?

The City of Ukiah will evaluate and respond to identified disparities through the goals, objectives, and strategies identified in the City-wide comprehensive equity action plan developed by the City of Ukiah's Equity and Diversity Committee. Ongoing progress to meet racial equity goals will be evaluated during the committee's annual review process.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

No

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Formal Partnerships you have:

The City of Ukiah has a Memorandum of Understanding with the Coyote Valley Band of Pomo Indians to use the Pomo Indians Band's gym for the City's league youth and adult basketball activities. In exchange for this use, tribal members and their children are provided free registration into all City youth and adult sports leagues, swim lessons, and other recreation activities.

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Informal Partnerships you have:

The City partners with the local Community Action Agency North Coast Opportunities, Mendocino County Continuum of Care, Mendocino Latinx, and other organizations.

Do you have Materials in multiple language and accessible on jurisdiction website?

Yes

Please provide a list and links to the materials in multiple languages:

Although not all the City's materials are available in multiple languages, the City has made significant progress over recent years to improve access to multiple language materials. The City maintains a contract with LanguageLine to provide interpretation services. The City also employs several bilingual English-Spanish speaking staff in its customer service department to assist monolingual Spanish-speaking residents with access to City services. Advertising for major events hosted by the City is usually in English and Spanish, including posts on the City's Facebook page.

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative and any applicable links for the communications campaigns:

The City regularly participates in communication campaigns on social media, radio, television, and flyers to target persons of protected classes. Recent efforts include: media campaigns to share vaccination/COVID-19 information to the Latino/Latina/Latinx community, partnering with numerous other agencies to share multilingual U.S. Census information to targeted communities, and recruitment for the City's Equity and Diversity Committee. Other efforts include the City Council adopting a resolution to recognize February as Black History Month and a recent partnership with California Listos and other nonprofits and local artists to create a public art project promoting culturally thoughtful emergency preparedness messaging in the City's downtown Alex Thomas Plaza.

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

No

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

Mendocino Latinx

Partnership Type:

Informal

Number of years in this type of partnership:

2

Group(s) Served:

Latinx

Do you have additional partners to list?

Yes

Organization Name #2:

Coyote Valley Band of Pomo Indians

Number of years in this type of partnership:

15

Partnership Type:

Formal

Group(s) Served:

Native American

Will your organization or chosen subrecipient be hiring staff for the CDBG funded project or program?

No

Threshold: 26400790

Name	Attachments
26400790	Yes

Applications

City of Ukiah Code Enforcement Services Program

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 move on to scoring, or in the case of OTC, review for award.

Threshold

Activity Type

Programs

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

New

Were you required to submit a Single Audit to the State Controllers Office?

No - we were exempt from filing a Single Audit Report

Are all single audit findings cleared or in remediation?

N/A - Exempt from Single Audit Requirements

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control such as: lease, deed, vehicle registration, etc.

Do you have site control?

Yes

Description of site control of the facility or means to conduct the services:

City of Ukiah Code Enforcement services will be administered and implemented out of the offices of the Community Development Department, located at the Civic Administration Center of the City of Ukiah at 300 Seminary Avenue, Ukiah, CA 95482. City of Ukiah owns and operates the Civic Administration Center.

Programmatic site control is not applicable. As code enforcement activities are performed and units inspected, site control will be documented and verified.

Upload your Site Control Supporting Documentation

Site Control Doc- Ukiah code enforcement.pdf

Upload an executed Statement of Assurances and Compliance. The template is found in the [Files tab](#) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your signed Statement of Assurances and Compliance with 2 CFR Part 200 (Appendix J)

2021 CDBG- Ukiah Certifications.Statement of Assurances.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.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

Ukiah Citizen Participation- Proofs of Publication.pdf

Upload Public Meeting/Hearing Presentation/Handout Materials

11a.2021CDBGAppsPublicHearing.Handouts.Minutes.pdf

Did you use the HCD Approved Resolution Template in Content and Form from the Files Section of this Application?

Yes

Upload Approved Resolution for Application

CC Reso 2021-12 - 2021 CDBG Application Submittal.pdf

Upload Printout of Authorized Signatory as Identified in the Approved Resolution from Jurisdiction Website

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.[FI\\$CAL TIN FORM](#)

Upload CA FI\$CAL TIN Verification form

Ukiah CA Fiscal TIN Form.pdf

Budgets and Sources & Uses

Total Number of New Grant Dollars Applied For and Requested in eCivis Budget Template:

\$500,000.00

Do you have 100% of funds necessary to complete the activity?

Yes

Do you have program income not already included and committed in a CDBG activity?

No

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.#####This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.##### Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity 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. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Have you completed and submitted your CDBG budget worksheet in eCivis?

Yes

Have you completed your activity sources and uses documentation (template)?

Yes

Upload activity sources and uses documentation (template):

City of Ukiah CE - activity sources and uses budget.xlsx

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 in the application.

Have you completed your activity CDBG budget worksheet narrative in eCivis?

Yes

Upload other budget documentation

Have you expended at least 50 percent of open CDBG funds in the same activity type?

N/A

Debarment Check must be performed on the non-entitlement jurisdiction (Grantee), as well as any contractors or subrecipients involved in the activity. Please go to SAM.gov and perform a debarment check on the appropriate parties, and upload the results to demonstrate no active exclusions exist. Note that No Records Found is not a valid search result. Please upload in PDF format.

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in [SAM.Gov](#). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload Debarment Check(s)

City of Ukiah SAM reg- no debarment.pdf

Have you met the state objective for Fair Housing - Access to Opportunity per the Criteria on the State Objective form??

Yes

Have you met the state objective for Disaster Resiliency Long-Term Planning per the Criteria on the State Objective form?

Yes

Are you claiming General Administration for this activity?

Yes

Upload Activity NEPA Compliance

NEPA ER- CENST.Exempt- Ukiah Code Enforcement Program (Rev.Pg2).pdf

Upload General Administration NEPA Compliance

NEPA ER- Exempt.CENST- GA Code Enforcement (Rev.Pg2).pdf

Upload the Environmental Review form(s) 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/RRROF or NOI/RRROF 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.

Upload Environmental Review form(s) and essential supporting documentation

Upload Environmental Review form(s) and essential supporting documentation

Initial Requirements

All applications must comply with HUD's federal cross cutting requirements found at 24 CFR §570.600

et seq, and summarized in section XX of this NOFA. Failure to comply with federal cross cutting may result in disqualification of the application. In addition, applications must provide documentation of compliance with state overlays as follows:

Has your housing element been submitted to HCD?

Yes

Modification of Activities - Applicants must provide documentation of modifications affecting National Objectives 24 CFR 570.483 et seq., beneficiary count, participation in the urban county entitlement defined in 42 U.S.C. 5302(A)(6), and changes in the eligibility of the overall activity 42 U.S.C. §5305

Please select a check box to certify with Modification of Activities Compliance as listed above

No

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.

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)

Are you in compliance with all existing HCD award agreements?

N/A - No Other Agreements in Place

Do you have any overdue semi-annual or annual grant reports?

No

Are all HCD Monitoring Findings Cleared or in Remediation?

N/A - No monitoring findings at most recent HCD monitoring

Additional Requirements

By typing my name in the field below, I hereby certify that this application is true, correct, and complete to the best of my knowledge.:

Craig Schlatter

Threshold: 26400790 File Attachments

Upload activity sources and uses documentation (template):

City of Ukiah CE - activity sources and uses budget.xlsx

City of Town			Food Bank					Helping Hands Mission						Budget Gap/
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishable Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget

Legislative: 26371584

Name	Attachments
26371584	No

Applications

City of Ukiah Code Enforcement Services Program

Legislative Data

Is this activity/project city wide or county wide?

Yes - City Wide

Does this activity/project cross legislative boundaries?

No

Indicate the number Congressperson(s) are in the boundaries of this activity/project?

1

Congressperson #1 Name:

Jared

Congressperson #1 Last Name:

Huffman

Congressperson #1 District Number:

2

Congressperson #1 Street Address:

200 South School Street, Ukiah, CA

Indicate the number of State Senator(s) are in the boundaries of this activity/project?

1

State Senator #1 Name:

Mike

State Senator #1 Last Name:

McGuire

State Senator #1 District Number:

2

State Senator #1 Room Number:

5,061

Indicate the number of State Assembly Member(s) are in the boundaries of this activity/project?

1

State Assembly Member #1 Name:

Jim

State Assembly Member #1 Last Name:

Wood

State Assembly Member #1 District Number:

2

State Assembly Member #1 Room Number:
6,005

State Assembly Member #2 Name:
N/A

State Objectives: 26371579

Name	Attachments
26371579	Yes

Applications

City of Ukiah Code Enforcement Services Program

State Objectives Criteria

Instructions

All applicants are required to demonstrate, to the satisfaction of the Department, that state objectives criteria are met. These criteria include: (1) Affirmatively Furthering Fair Housing and (2) Disaster Resiliency. Each criterion includes sub-categories and applicants must demonstrate at least one option under each sub-category is met. Sub-categories include:

Affirmatively Furthering Fair Housing:

1. Housing Mobility Strategies;
2. Development of Housing Choices and Affordability in High Opportunity Areas; and
3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection

Disaster Resiliency:

1. Building Standards, Zoning and Site Planning; and
2. Long Term Planning

Applicants must fill out the following form, including a short description of documentation and relevant document links and the form must be certified by the delegate or sub-delegate for the application. Documentation must be minimal in volume and demonstrate the completion or approval of the action. Examples include resolutions, project approvals or other proof of adoption, approval or completion. The Department may consider other forms of verification on a case by case basis.

AFFIRMATIVELY FURTHERING FAIR HOUSING

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the affirmatively furthering fair housing (AFFH) state objectives. Sub-categories include: 1. Housing Mobility Strategies; 2. Development of Housing Choices and Affordability in Highest and High Resource Opportunity Areas; and 3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Opportunity Areas or Areas of High Segregation and Poverty

Housing Mobility Strategies

Affirmative marketing strategies or plans targeting nearby neighborhoods

No

Use, affirmatively market or take other actions to promote use of housing voucher mobility throughout the community (e.g., proof of vouchers by census tract or other area indicator, landlord outreach programs, efforts to support landlord participation, and subsidizing security deposits

No

Housing mobility counseling

No

Assistance with security deposits and moving expenses

No

City-wide affordable housing registries

No

Regional coordination and/or administration of vouchers (such as shared waiting lists)

No

Accessibility programs focus on improving access to housing, public buildings and facilities, sidewalks, pedestrian crossings, and businesses

Yes

Please describe and include relevant links that demonstrate the action was completed:

In June 2020, the City started the Downtown Streetscape Improvement Project. The project, which is expected to be completed in 2021, provides streetscape improvements in downtown Ukiah on State Street, Perkins Street, and Standley Street, including sidewalk widening, curb ramps and bulb outs, street lights, street furniture and tree planting. The project also includes a "road diet" between Henry Street and Mill Street that is transforming the existing four-lane cross section into a three-lane cross section. The Streetscape Project will improve accessibility to businesses in the downtown, public buildings and facilities, sidewalks, and pedestrian crossings. See link for more information: <http://www.cityofukiah.com/streetscape/>

In addition to the Streetscape project, in October 2019 the City Council adopted the 2019-2027 Housing Element. The City's updated Housing Element includes as an Implementing Program 1a, which reads as follows: "Implement a residential rehabilitation program. Emphasize rehabilitation of mobile homes, detached single-family dwelling units, and lower-income multifamily housing projects. Prioritize funding for health and safety repairs, energy efficiency improvements, and ADA accommodations. Assist in completing the rehabilitation of at least 25 lower income housing units in the planning period." The City is submitting an application to HCD for funding of a housing rehabilitation program under the 2021 CDBG NOFA, and if awarded, this would further the City's efforts to increase accessibility to housing. See Page 65 of the Housing Element at this link: <http://www.cityofukiah.com/NewWeb/wp-content/uploads/2019/12/City-of-Ukiah-2019-2027-Housing-Element-Update-full-CERTIFIED-120519.pdf>

Finally, the City currently is actively redesigning a recently purchased municipal services building with a 2020 CDBG planning grant to remove architectural barriers to accessibility for the public's future use of the building.

Please upload proof of completed actions:

Ukiah Downtown Streetscape Project April 2021 update.pdf

High performing school districts to improve a diversity of students and staff to serve lower income students

No

Other strategies not identified above

No

Housing Choices, Affordability and Other Actions to Promote Access in Highest and High Opportunity Resource Areas

For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at <https://www.treasurer.ca.gov/ctcac/opportunity.asp>

Applicant does not have highest or high resource opportunity areas

No

Rezoned multifamily sites in highest or high resource opportunity neighborhoods in the last five years

No

Approved or completed affordable housing in highest or high resource opportunity neighborhood in the last five years

No

Expand permitted residential uses (e.g., duplexes, triplexes, four-plexes) in zoning districts in highest or high resource opportunity areas

No

Modify land use policies or development standards to facilitate housing choices and affordability in highest or high resource opportunity areas such as minimum lot sizes, reduced parking requirements, parking maximums, multifamily height requirements, housing overlay zones

Yes

Please describe and include relevant links that demonstrate the action was completed:

In adopting its newly updated 2019-2027 Housing Element, the City of Ukiah adopted the implementation of programs that will and are currently modifying land use policies or development standards to facilitate housing choices and affordability in highest or high resource opportunity areas.

Three of the implementing objectives included the following:

- Update C1 and C2 Zones to allow by-right housing development, with objective design and development standards. Units allowed by-right will include multifamily, SROs, duplexes, triplexes, and fourplexes.
- Update the C-N Zone to increase residential density and allow similar housing types as those allowed in R-2.
- By-right housing program for select parcels. Specific to APNs 00304077, 00304078, and 00304079, rezone these parcels at the default density of 15 du/ac. Also rezone these parcels to allow residential use by-right for developments with at least 20% of the units affordable to lower income households."

Towards these implementation objectives, the City has accomplished the following:

- Complete objective design and development standards. The Ukiah City Council approved the standards on November 20, 2020.
- By-right housing program for select parcels. On March 17, 2021, the Ukiah City Council adopted an ordinance adopting the City's first Housing Overlay Zone for the three parcels mentioned above. This is expected to lead to the construction of an affordable housing project at that location.

The following are in progress with expected introduction for adoption by City Council in June 2021:

- Update C1 and C2 Zones to allow by-right housing development.
- Update the C-N (Neighborhood Commercial) Zone to increase residential density and allow similar housing types as those allowed in R-2 (medium density) residential.

An example of the impact the change to the C-N Zone will have in highest resource and high resource opportunity areas in Ukiah is attached below.

Please upload proof of completed actions:

Ukiah- actions to promote access- mapping and description.pdf

Use mixed income strategies in highest or high resource opportunity areas (e.g., funding, incentives, policies and programs, density bonuses, land banks, housing trust funds)

No

Update development review processes in highest or high resource opportunity areas such as eliminating conditional use permit process requirements for multifamily, maximizing by-right approvals, minimizing discretionary review opportunities, shortening review timelines, by right processes for community care facilities over seven persons

No

Reduce, defer or mitigate development fees to support housing choices and affordability in highest or high resource opportunity areas (e.g., assess fees based on square footage, type and location)

No

Scattered site project approvals or programs in highest or high resource opportunity areas

No

Inclusionary requirements or similar policies, programs or procedures

No

Other targeted investment and programs in affordability housing in highest or high resource opportunity areas (e.g., sweat equity, down payment assistance, new rental construction)

Yes

Please describe and include relevant links that demonstrate the action was completed:

The City of Ukiah has operated a Downpayment Assistance Program (DAP) or First Time Homebuyer Program (FTHB) since approximately 2011. Most recently, the City applied for and was awarded funding for a FTHB program through the HOME Investment Partnerships Program, contract #16-HOME-11376. The City expended 97% of FTHB program funds related to this award, as well as approximately \$120,000 in HOME Program Income.

The City operates the DAP/FTHB program on a continual basis throughout the City of Ukiah incorporated area, including High or Highest Resource Opportunity Areas, with HOME open contracts or HOME PI. Two of the homes purchased by borrowers, for example, were located in Highest and High Resource Opportunity Areas. Deeds of trust (with borrowers' names redacted) and maps are attached to demonstrate the action was completed.

Please upload proof of completed actions:

Proof of action- housing choices.access- Ukiah FTHB program.pdf

Accessibility modification projects or programs in in highest or high resource opportunity areas

No

In-home or community-based support services in in highest or high resource opportunity areas

No

Implement a campaign or similar actions to combat local opposition to affordable housing in highest or high resource opportunity areas

No

Other (describe how this meets subarea objective):

No

Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Areas and Areas of High Segregation and Poverty

(For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at <https://www.treasurer.ca.gov/ctcac/opportunity.asp>)

Applicant does not have moderate or low resource opportunity areas or areas of high segregation and poverty

No

Utilized or supported funding for acquisition and/or rehabilitation of housing for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Utilized or supported funding for the preservation of units at-risk of conversion to market rate uses

No

Adopt general plan, zoning or other land use policies and procedures to conserve existing housing stock for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., general plan or specific plan replacement policies, rent control or stabilization ordinance or overlays)

No

Utilize or support funding for community conservation and revitalization for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., infrastructure, active transportation, safe routes to school, parks, schools, other neighborhood improvements)

No

Adoption of a General Plan Environmental Justice element (i.e., SB 1000 for jurisdictions containing disadvantaged communities) that includes equitable investment strategies for affordable housing, infrastructure and other improvements, and other actions that address disproportionate health burdens.

No

Code enforcement and rehabilitation programs that target lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Utilize or support funding for basic infrastructure improvements (e.g., water, sewer) in disadvantaged communities while mitigating displacement and increased costs to vulnerable populations (e.g., seniors, persons with disabilities and farmworkers)

No

Target acquisition and rehabilitation to vacant and blighted properties in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Prioritize capital improvement programs in moderate and low resource opportunity areas, areas of high segregation and poverty or disadvantaged communities pursuant to SB 1000 or SB 244.

No

First right of return policies, ordinances or other procedures for existing residents in acquisition and rehabilitation projects, including moving expenses

No

Multi-lingual tenant counseling or foreclosure assistance

No

Just cause eviction or other efforts improving tenant stability

No

Policies, ordinances, procedures or investment to preserve single room occupancy, mobile home home parks, condominiums or housing types other than single family uses

No

Economic development or other policies, ordinances, investment or other efforts to preserve existing small or other business in moderate and low resource opportunity areas or areas of high segregation and poverty

Yes

Please describe and include relevant links that demonstrate the action was completed:

The City of Ukiah has operated a Business Assistance program with CDBG open grants and Program Income since receiving a CDBG grant in 2010, 10-EDEF-7261, to initiate the program. This investment has preserved existing small businesses in moderate and low resource opportunity areas, most of which are located in the City's downtown.

Maps with the locations of businesses assisted through the City's economic development programs are attached.

Please upload proof of completed actions:

Ukiah- proof- place-based- ED.pdf

Other (describe how this meets subarea objective)

No

DISASTER RESILIENCY

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the disaster resiliency state objectives. Sub-categories include 1. Building Standards, Zoning and Site Planning; and 2. Long Term Planning. Select an option by marking the "yes" answer. For each completed action, include a description of the documentation type (e.g., resolution), relevant links and additional description, if necessary. Relevant links includes links to planning documents, zoning codes and other documents that represent the actual action taken. For example, if the action taken was adoption of a planning

document then the link would be to the actual planning document. Additional description should be added only if necessary and provides additional information about the completed action. For example, additional description may include description of a code document or detail about a policy type such as general plan policy number.

Building Standards, Zoning and Site Planning

Building Standards: Consistency with Chapter 7a of the California Building Code (i.e., the “Wildland Urban Interface [WUI] Code”) or Other Pertinent Hazard Mitigation Building Codes.

Yes

Please describe and include relevant links that demonstrate the action was completed:

The City has adopted the Fire Prevention Code, including designation of a Very High Fire Hazard Severity Area and enforcement/mitigation implementation responsibilities, as a part of Ukiah City Code (UCC). The link is below with a PDF of the code attached.

<https://www.codepublishing.com/CA/Ukiah/html/Ukiah06/Ukiah0603-0200.html>

Please upload proof of completed actions:

Proof- hazard mitigation code- UCC Div. 6, Ch. 3, Art. 2.pdf

Zoning and Site Planning: Consistency with Government Code Section 66474.02 and applicable regulations for fire safety and defensible space adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

No

Certified Local Ordinances: Local ordinances certified as meeting or exceeding Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03.

No

Fire Protection Plan: Local development review procedures that require project-specific fire protection plan (FPP) or equivalent for all new development projects in high fire hazard severity areas and require that such projects incorporate all recommended risk reduction measures from the FPP or equivalent into project designs or conditions of approval.

No

Hazard Overlay Zones: Update local zoning to designate hazard overlay zones and associated conditional use, site development standards, and design criteria to mitigate hazards and reduce risks to new development within the overlay zones

No

Wildland Urban Interface (WUI) Risk Reduction Program: Comprehensive WUI risk reduction program and associated funding/financing for existing development to improve defensible space, increase home and structural hardening, and increase vegetation and fuels management in wildland areas adjacent to existing development.?

No

Other (describe how this meets subarea objective)

No

Long Term Planning

For Additional Information, see the Governor’s Office of Planning and Research Website at <https://www.opr.ca.gov/planning/general-plan/>

Safety Element for Wildfire: Recent Amendment (post 2014) pursuant to Government Code 65302(g)(3) and 65302.5.

No

Safety and Conservation Element for Flood: Recent Amendment (Post 2009) pursuant to Government Code Section 65302(d)(1) and (g)(1).

No

Land Use Element for Disadvantaged Unincorporated Communities: Recent Amendment (Post 2013) pursuant to Government Code Section 65302.10.

Yes

Please describe and include relevant links that demonstrate the action was completed:

In 2019 through Resolution No. 2019-48, the City of Ukiah City Council amended the Land Use Element of its General Plan to incorporate the SB 244 Analysis related to Disadvantaged Unincorporated Communities, pursuant to Government Code Section 65300. This Amendment is Appendix A to the Land Use Element and found at this link: http://www.cityofukiah.com/NewWeb/wp-content/uploads/2012/12/Land-Use-Element-1995_Amended-2019.pdf

A copy of the Amendment is attached.

Please upload proof of completed actions:

SB 244 DUC proof- Ukiah Land Use Element.pdf

Safety Element for Climate Adaptation and Resiliency: Recent or Planned Amendment (post 2017) pursuant to Government Code 65302(g)(4). (may also include adoption of a separate climate change adaptation plan or resilience plan incorporated by reference into the safety element that meets minimum requirements in Gov Code 65302(g)(4))

No

Local Hazard Mitigation Update: Adoption with or incorporation by reference into the safety element, pursuant to Government Code 8685.9, and consistent with safety element requirements pursuant to Government Code 65302(g).

No

Community Wildfire Protection Plan: Collaboratively developed plan which identifies and prioritizes areas for fuel reduction treatment and recommends measures for homeowners and communities to reduce ignitability of structures pursuant to the Healthy Forests Restoration Act.

No

Other (describe how this meets subarea objective)

No

SELF-CERTIFICATION OF FORM

By checking the box below, I certify under penalty of perjury that all of the information contained in the below forms (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this document, including any documents submitted in support of it, may negatively impact the current or future application and award of state funding.

Yes, I certify

Certifying Official's Name:

Craig Schlatter

Certifying Official Title:

Director of Community Development

Certification Date:

04/10/2021

State Objectives: 26371579 File Attachments

Please upload proof of completed actions:

Ukiah Downtown Streetscape Project April 2021 update.pdf

Please upload proof of completed actions:

Ukiah- actions to promote access- mapping and description.pdf

Please upload proof of completed actions:

Proof of action- housing choices.access- Ukiah FTHB program.pdf

Please upload proof of completed actions:

Ukiah- proof- place-based- ED.pdf

Please upload proof of completed actions:

Proof- hazard mitigation code- UCC Div. 6, Ch. 3, Art. 2.pdf

Please upload proof of completed actions:

SB 244 DUC proof- Ukiah Land Use Element.pdf

Downtown Streetscape Project

April 2, 2021



We bet you're wondering when this will be done! July-August is our best estimate right now, which—believe it or not—is right on schedule. Here's what we anticipate the progression of work will look like over the next couple of months:

- Now through mid-April: Constructing new sidewalks on the east side of State Street.
- Mid-April through mid-May: Constructing new sidewalks on the west side of State Street, working from Mill to Perkins.
- Third week of May: Sidewalk construction on the south side of the 100 block of West Perkins Street.
- End of May-beginning of June: Sidewalk construction on the north side of the 100 block of West Standley Street.
- Beginning of June: Sidewalk construction on the south side of the 100 block of West Church Street.
- Starting in May, installation of the new lighting will likely begin throughout the project area...then landscaping.
- Last but not least, new paving and striping throughout the project!

Construction Overview, Week of March 29

Wahlund Construction (West Clay Street):

- Monday-Friday: Sewer work will occur on West Clay Street between School and Oak Streets. This process can be noisy and a bit messy, and will include trenching and other underground work.
- There will be intermittent street and/or lane closures at the intersections of Clay and Oak while manhole work is underway. School Street will remain open.
- Construction hours: 7am – 5pm

Ghilotti Construction (Henry – Mill): Continued work on the east side of State Street between Perkins and Mill Streets, including excavating, forming and pouring new curbs, gutters, and bioretention facilities. Pouring of new sidewalks continues next week.

Monday-Tuesday: Completion of new sidewalks and curb ramps and Perkins and State Streets.

Tuesday/Wednesday-Friday: Begin pouring new sidewalks at the SE corner of State and Clay, heading south toward Mill Street.

Monday-Friday: Also, crews will begin demolishing sidewalks on the west side of State, starting at Mill and heading north to Perkins.

- East Stephensen Street may be closed to through traffic for the next week or so – Community Care and The Maple will have access to their parking lots from Main Street.
- East Church may be closed intermittently during this phase.
- Construction hours: 7am – 5pm

North State Street between Perkins and Henry: In between their work on other parts of the project, contractors will continue working on North State Street on the decorative brick band and landscaping areas.

Streetscape Project Contact Information

More information can be found online on the City's website at ukiahstreetscape.com, or follow our Facebook page for updates and photos at facebook.com/UkiahStreetscape/.

Would you like to receive these updates by email? Call or send an email to Traci Boyl; contact info below.

Shannon Riley, Deputy City Manager: 707-467-5793 or sriley@cityofukiah.com

Traci Boyl, Management Analyst to the City Manager's Office: 707-467-5720 or tboyl@cityofukiah.com



Streeterie: Eatery in the Street

As Spring approaches, we would like to bring back the Streeterie. This is the closure of School Street between Standley and Perkins Streets to allow for expanded outdoor dining. This is a safe and sanitized picnic area where the community can bring takeout food and beverages from our local restaurants. We are currently planning for April and May on Friday and Saturday evenings between 5:30p-7p and a Food Truck one Sunday a month planned for 4/25/21 and 5/23/21, and a youth band performing live music on the “First Friday” May 7th. This is a great opportunity for restaurants to be able to offer more meals than the capacity that they have on site and for retail businesses to stay open later (and one Sunday if they aren’t already open) and encourage more foot traffic (Covid safe restrictions in place of course). As the summer progresses hours and days can expand.

This is a volunteer partnership between Ukiah Valley Networking Agency, Ukiah Main Street Program, Greater Ukiah Business & Tourism Alliance, Love Local Mendo, City of Ukiah, Visit Mendocino and all the businesses that participate.

Frequently Asked Questions

As a restaurant, do I need to send servers over to the Streeterie?

No, you offer your customers a to-go order for their food and drinks and let them know that there is an outdoor dining area on School Street weekend evenings.

What time are you closing the street and where will I park?

Our plan is to close the street starting at 5pm and you/your customers can park anywhere else on School Street or in the parking district for free every weekend.

Why don't you offer more hours?

We would love to, but we want to make sure that this run is a success and that it helps restaurants and retail businesses before we expand the hours.

How can we help?

You can get the word out that this is an option for outdoor dining, you can volunteer your time to set-up, sanitize, or clean up. Most importantly you can keep your doors open a little longer to create an atmosphere that Downtown Ukiah is OPEN for business!

There is an event posted on Facebook that you can share. www.Facebook.com/UkiahValleyNetworking

Have more questions or want to make sure you are a listed participant?

Call, email, text, carrier pigeon: Mo Mulheren, ukiahvalleynetworking@gmail.com; 707-391-3664; 104 N School Street



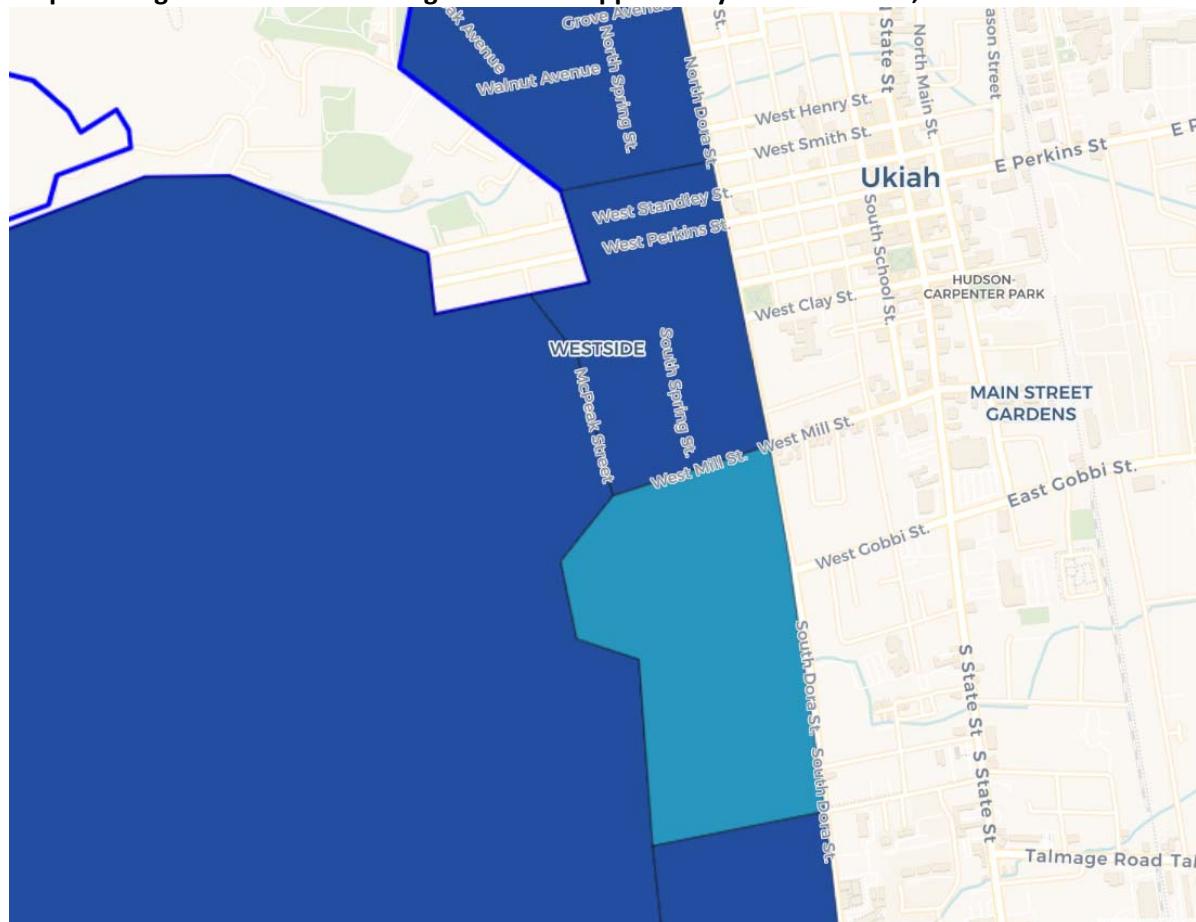
STATE OBJECTIVES – FAIR HOUSING MAPPING AND DESCRIPTION

Description: the two maps below demonstrate the facilitation of housing choices and affordability in highest or high resource opportunity areas in Ukiah. Map #1 is a snapshot of the Highest Resource and High Resource opportunity areas in Ukiah.

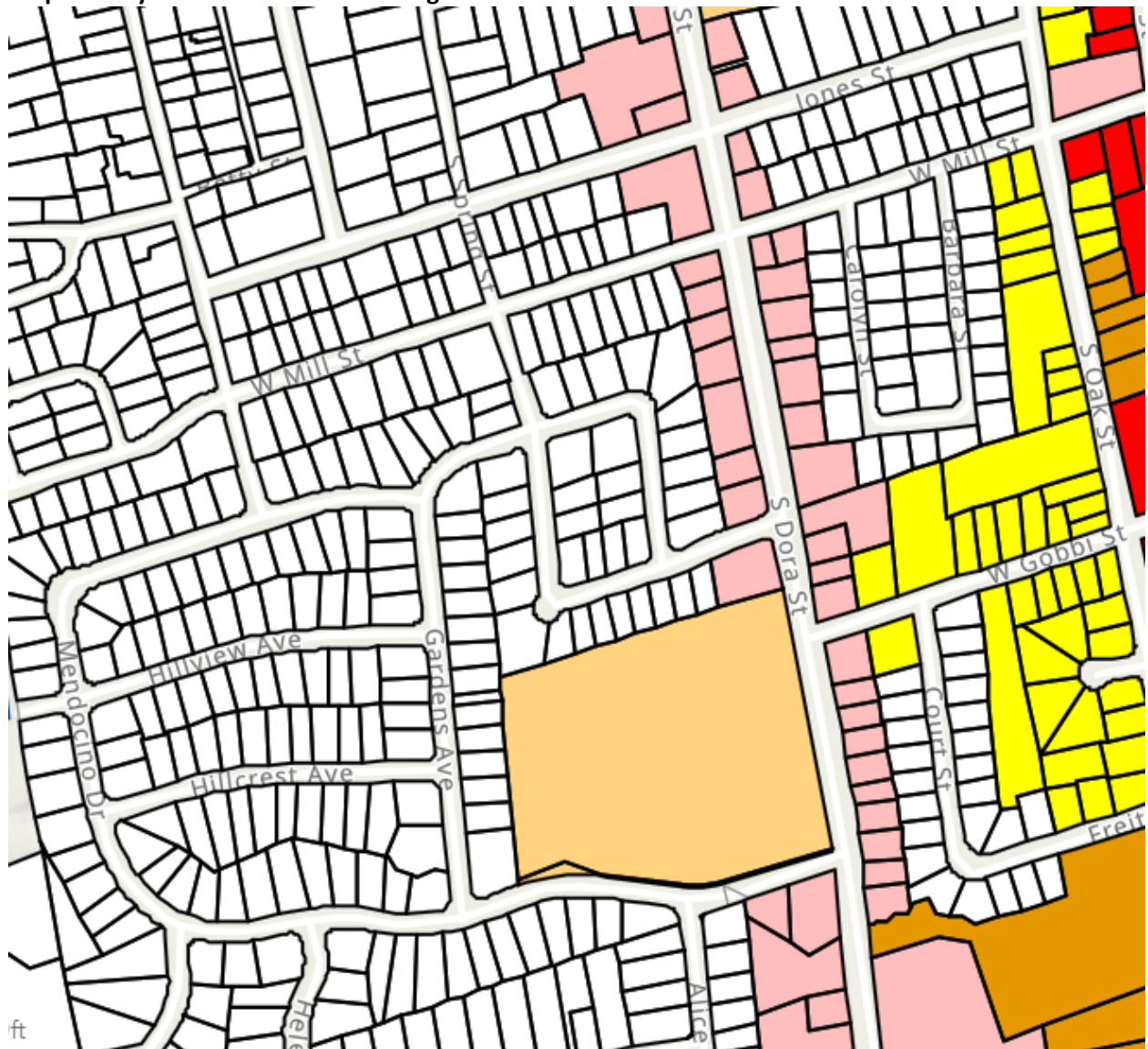
Map #2 is a snapshot of these same areas shown from the perspective of the City's zoning districts. Areas shaded white denote the City's single-family residential (R-1) zoning district, and areas shaded salmon/pink denote the City's neighborhood commercial (C-N) zoning district.

Within the C-N zoning district, the City is in the process of adopting a by-right housing overlay ordinance to make “by-right” new housing construction projects meeting the density criteria for the medium density (R-2) residential zoning district. This would eliminate the need for a discretionary permitting process for construction of new townhomes, multifamily residential apartments, and duplexes, and instead only require a building permit with the project meeting objective standards.

Map #1 – Highest Resource and High Resource Opportunity Areas in Ukiah, CA



Map #2- City of Ukiah west side Zoning Districts



"PUBLIC AGENCY BUSINESS FREE"

This document is presented for recording pursuant to Gov. Code
RECORDING REQUESTED BY: GOV CODE 27383
City of Ukiah



WHEN RECORDED MAIL TO:

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

**CITY OF UKIAH
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DEED OF TRUST**

**THIS DEED OF TRUST CONTAINS PROVISIONS RESTRICTING ASSUMPTIONS RESALE
AND RECAPTURE FEATURES**

- 1 ☒ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 2 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____ (date) as document number _____ of Official Records, or,
- 3 ☐ Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 4 ☐ Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on _____ (date) as document number(s) _____ of Official Records, or,
- 5 ☐ Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier, or,
- 6 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 7 ☐ Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on _____ (date) as document number(s) _____, or,
- 8 ☐ Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 9 ☐ Exempt from fee under GC27388.1 for the following reasons:

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

"PUBLIC AGENCY BUSINESS FREE"

This document is presented for recording pursuant to Gov. Code 6103.

RECORDING REQUESTED BY:

City of Ukiah

WHEN RECORDED MAIL TO:

City of Ukiah

300 Seminary Avenue

Ukiah, CA 95482

**CITY OF UKIAH
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DEED OF TRUST**

**THIS DEED OF TRUST CONTAINS PROVISIONS RESTRICTING ASSUMPTIONS RESALE
AND RECAPTURE FEATURES**

THIS DEED OF TRUST is made on this 29th day of April, 2020 between [REDACTED]
[REDACTED] as Trustor; Fidelity National Title Company of California as Trustee, and with the CITY
OF UKIAH, as Beneficiary.

TRUSTOR, in consideration of the indebtedness recited and the trust created in this Deed of Trust, irrevocably grants and conveys to Trustee, in trust, with the power of the sale, the following described property located in the State of California, City of Ukiah and is described as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN LOT 7 OF THE CHARLES LUCE SUBDIVISION OF LOT 85 OF HEALEY'S SURVEY AND MAP OF YOKAYO RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH BOUNDARY OF OBSERVATORY AVENUE FROM WHICH THE SOUTHWEST CORNER OF LOT 7 OF THE CHARLES LUCE SUBDIVISION BEARS SOUTH 78° 57' WEST, A DISTANCE OF 159.75 FEET; THENCE SOUTH 78° 57' WEST, ALONG SAID NORTH BOUNDARY 10.00 FEET; THENCE NORTH 6° 47' 19" WEST, 134.01 FEET; THENCE NORTH 78° 57' EAST, 59.47 FEET TO THE EASTERLY BOUNDARY LINE OF THE WEST HALF OF LOT 7 OF THE CHARLES LUCE SUBDIVISION; THENCE FOLLOWING SAID EASTERLY BOUNDARY LINE OF THE WEST HALF OF LOT 7, SOUTH 6° 43' 38" EAST, 134.01 FEET TO THE NORTHERLY BOUNDARY LINE OF OBSERVATORY AVENUE; THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF THE WEST HALF OF LOT 7 AND FOLLOWING THE NORTHERLY BOUNDARY LINE OF OBSERVATORY AVENUE, SOUTH 78° 57' WEST, 49.32 FEET TO THE POINT OF BEGINNING.

APN: 003-061-10-00

"This Deed of Trust is Junior and Subordinate to the Deed of Trust recording concurrently herewith for the benefit of Redwood Credit Union (the Beneficiary)."

Together with all the improvements now or hereafter erected on the property, which has the address of 476 Observatory Avenue, Ukiah, CA 95482 and all the easements, rights, appurtenances, rents, (subject, however, to the rights and authorities given in this Deed of Trust to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this deed if trust; and all of the foregoing, together with said property, are referred to in this Deed of Trust as the "Property."

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to the Home Investment Partnerships Program and the regulations issued thereunder (Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C.F.R. Part 92) (the "HOME Program").

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated, and incorporated by reference in this Deed of Trust (the "Note") in the principal sum of One Hundred Thirty Four Thousand Dollars (\$134,000.00) plus contingent interest on the principal sum in the amount and on the terms described in the Note; the payment of all other sums, with interest thereon, advanced to protect the security of this Deed of Trust; and the performance of the covenants and agreements of the Borrower contained in this Deed of Trust and the Note.

Borrower covenants that Borrower is lawfully seized of the estate conveyed by this Deed of Trust and has the right to grant and convey the Property, that, with the exception of a prior Deed of Trust securing a loan in the principal amount of \$134,000.00 the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property,

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note.
2. Occupancy. Borrower or his or her immediate family shall be the sole occupants of the Property conveyed by this Deed of Trust. This restriction includes but not limited to, prohibition of Borrower's renting or otherwise leasing the property.
3. Sale or Transfer of Property. Before sale or transfer of title, the Borrower, or the Borrower's representative, shall notify the Lender of his or her intention to sell or otherwise transfer title. Except as otherwise provided in this Deed of Trust, when Borrower transfers title, the entire Loan which is evidenced by the Note shall be immediately due and payable. Where title is transferred to or otherwise altered to include or favor a spouse or person signing the Note, and such spouse or person resides on the property conveyed in this Deed of Trust and is independently eligible for assistance under the Program, the transfer or alteration in title shall not result in acceleration of the Loan evidenced by the Note.

Similarly, when a spouse or person signing the Note takes title to the Property which secures this Deed of Trust by devise, descent or by operation of law upon the death of a joint tenant and such spouse or person resides on the Property and is independently eligible for assistance under the Program, the transfer of the title shall not result in acceleration of the loan evidenced by the Note.

"PUBLIC AGENCY BUSINESS: FREE."

This document is presented for recording pursuant to Gov. Code 6103. RECORDING REQUESTED BY:
Community Development Commission
of Mendocino County

**WE HEREBY CERTIFY THIS TO BE A
TRUE AND CORRECT COPY OF THE
ORIGINAL DOCUMENT**

By: 

WHEN RECORDED MAIL TO:
Community Development Commission
of Mendocino County
1076 North State Street
Ukiah, CA 95482
201 302471

**CITY OF UKIAH
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
FIRST TIME HOMEBUYER (FTHB) PROGRAM
DEED OF TRUST**

**THIS DEED OF TRUST CONTAINS PROVISIONS RESTRICTING ASSUMPTIONS RESALE AND
RECAPTURE FEATURES**

THIS DEED OF TRUST is made this 3rd day of May, 2013 between [REDACTED]
[REDACTED] as Trustor; Redwood Empire Title Company of Mendocino County as Trustee, and with the
CITY OF UKIAH, as Beneficiary.

TRUSTOR, in consideration of the indebtedness recited and the trust created in this Deed of Trust,
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property
located in the State of California, City of Ukiah and is described as follows:

LEGAL DESCRIPTION:

Parcel 1, as numbered and designated upon Parcel Map file July 31, 1974 in Map Case, 2, Drawer 24,
Page 54, Mendocino County Records.

APN: 003-110-60

"This Deed of Trust is Junior and Subordinate to the Deed of Trust recording concurrently herewith for
the benefit of Mission Hills Mortgage Bankers (the Beneficiary)."

Together with all the improvements now or hereafter erected on the property, which has the address of
1060 Helen Avenue, Ukiah, CA 95482 and all easements, rights, appurtenances, rents (subject,
however, to the rights and authorities given in this Deed of Trust to Lender to collect and apply such
rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions
thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all
of the foregoing, together with said property, are referred to in this Deed of Trust as the "Property."

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made
pursuant to (the Home Investment Partnerships Program and the regulations issued thereunder (Title II,
the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079
(1990), 24 C.F.R. Part 92) (the "Home Program")).

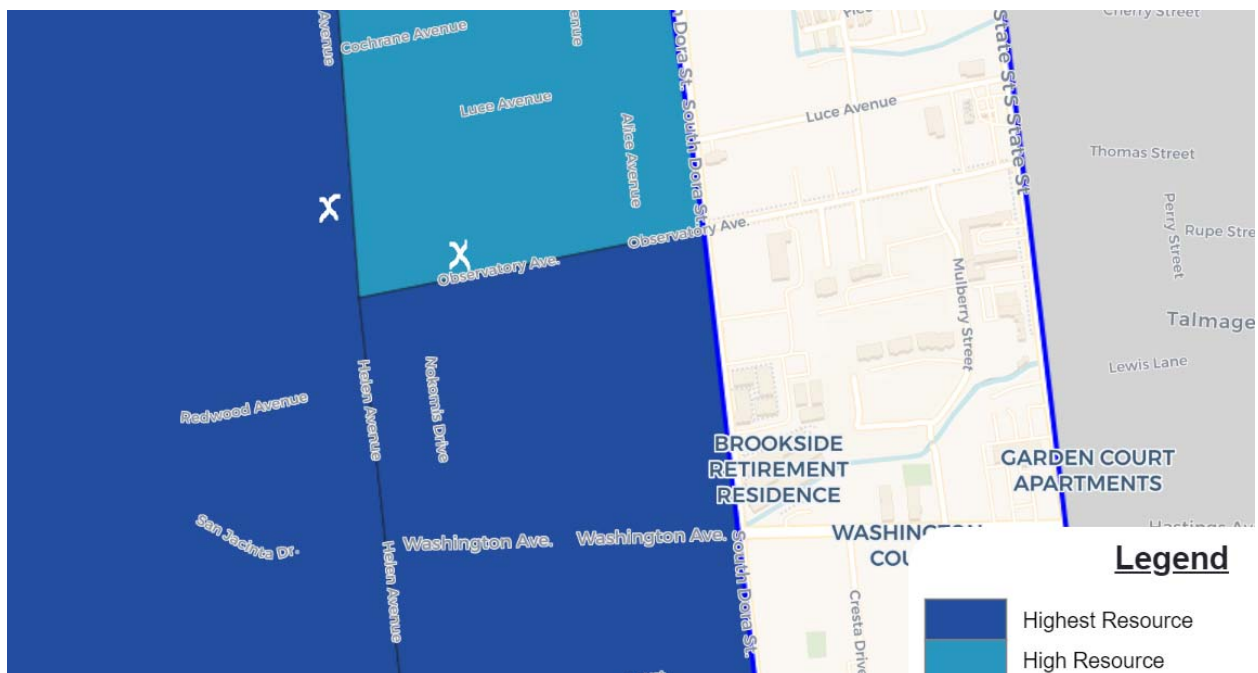
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated,
and incorporated by reference in this Deed of Trust (the "Note") in the principal sum of One Hundred
Thousand Six Hundred Forty Dollars (\$100,640) plus contingent interest on the principal sum in the



STATE OBJECTIVES – FAIR HOUSING MAPPING

Description: the map below demonstrates Fair Housing- Other Targeted Investment and Programs in Affordability Housing in Highest or High Resource Opportunity Areas (First Time Homebuyer / Downpayment Assistance Program).

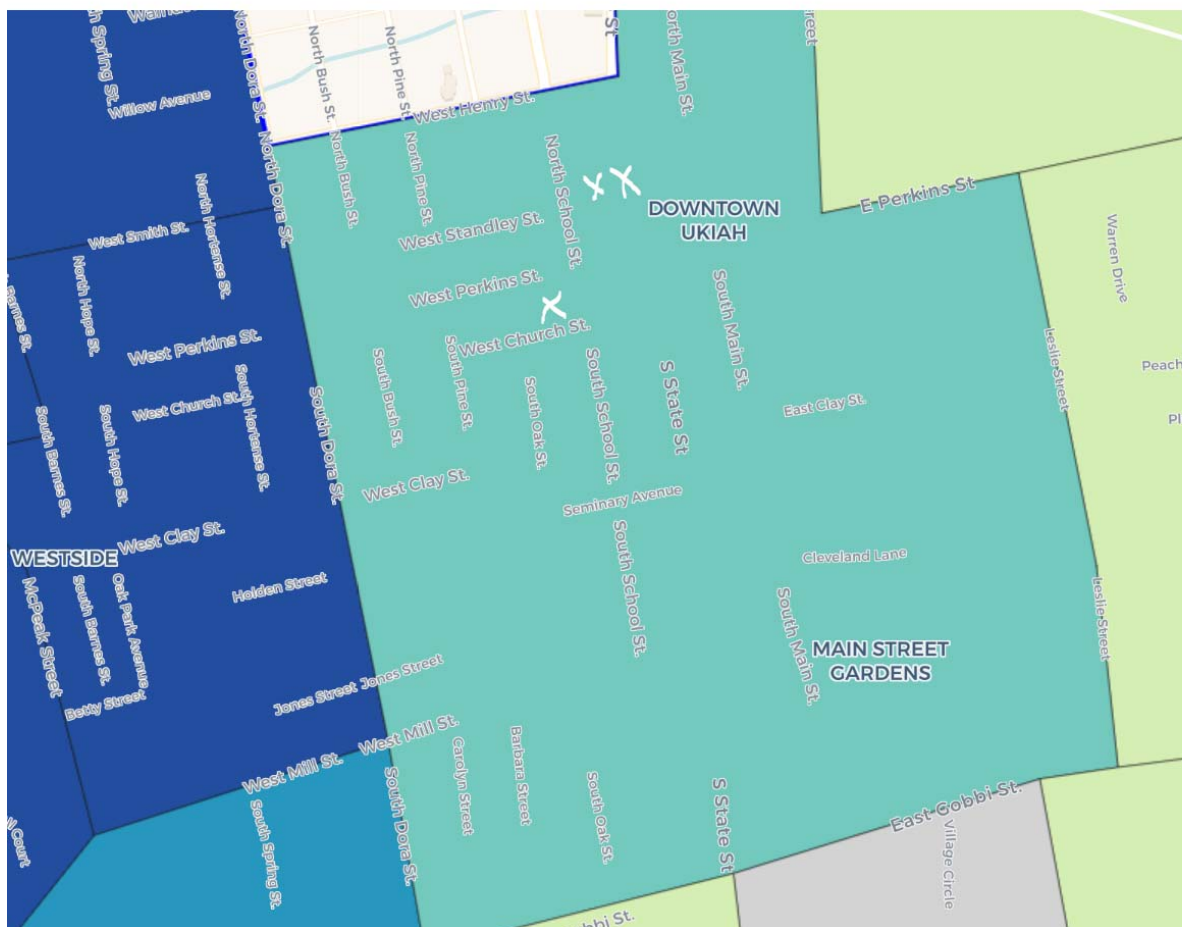
Highest Resource and High Resource Opportunity Areas – City of Ukiah FTHB Program – Home Locations (1060 Helen Avenue, 476 Observatory Avenue)

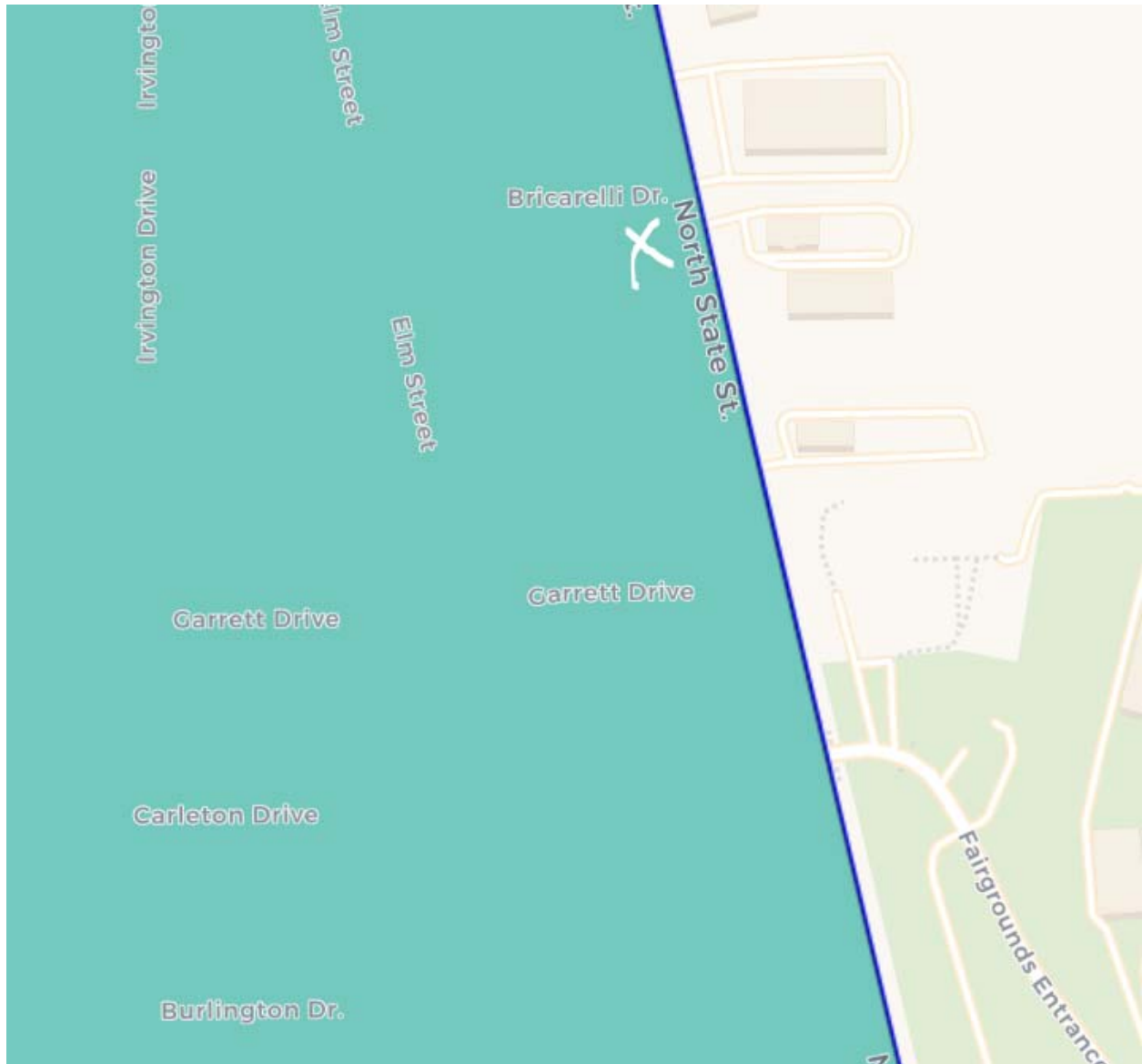




Description: the maps below demonstrate Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Areas and Areas of High Segregation and Poverty. This is in relation to the “Economic development or other policies, ordinances, investment or other efforts to preserve existing small or other business in moderate and low resource opportunity areas or areas of high segregation and poverty” strategy.

Highest Resource and High Resource Opportunity Areas – City of Ukiah CDBG BA Program– Locations of Assisted Businesses





CHAPTER 3 FIRE PREVENTION CODE

ARTICLE 2. DESIGNATION OF VERY HIGH FIRE HAZARD SEVERITY ZONES

SECTION:

§5205: Statement Of Purpose

§5206: Adoption Of Map Designating The Very High Fire Hazard Severity Zone

§5207: Enforcement

§5205 STATEMENT OF PURPOSE

California Government Code sections [51175-51189](#) requires the city of Ukiah ("city") to designate and adopt fire hazard zones.

Under the 2008 California building code adopted in the city new construction in the very high fire hazard severity zones must consist of noncombustible exterior materials and comply with other requirements to address the high fire hazard in those zones.

The California department of forestry and fire protection forwarded a map identifying the very high fire hazard severity zones in the city of Ukiah.

Government Code section [51179](#) requires the city to adopt the map by ordinance within one hundred twenty (120) days of receipt of the map from the department of forestry and fire protection.

The purpose of this article is to comply with state law by adopting the map from the department of forestry and fire protection as the very high fire hazard severity zones in the city of Ukiah. (Ord. 1122, §1, adopted 2010)

§5206 ADOPTION OF MAP DESIGNATING THE VERY HIGH FIRE HAZARD SEVERITY ZONE

This section shall be known as the very high fire hazard severity zone ("VHFHSZ") regulations and is adopted pursuant to the requirements of Government Code section [51175](#). The area described as a VHFHSZ has been recommended by the director of the California department of forestry and fire protection. The city of Ukiah VHFHSZ is designated on the map titled: city of Ukiah VHFHSZ, dated March 3, 2010, and retained on file at the city of Ukiah and which shall also be retained on file at the office of the state fire marshal. (Ord. 1122, §1, adopted 2010)

§5207 ENFORCEMENT

The building official and the fire marshal shall enforce the provisions of chapter 47 in 24 CCR, part 9 (California fire code), and chapter 7A in 24 CCR, part 2 (California building code) in all very high fire hazard severity zones. (Ord. 1122, §1, adopted 2010)

The Ukiah City Code is current through Ordinance 1211, passed February 17, 2021.

Disclaimer: The City Clerk's office has the official version of the Ukiah City Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofukiah.com/>

City Telephone: (707) 463-6217

[Code Publishing Company](#)

RESOLUTION NO. 2019-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE LAND USE ELEMENT OF THE UKIAH GENERAL PLAN TO INCORPORATE THE SB 244 ANALYSIS RELATED TO DISADVANTAGED UNINCORPORATED COMMUNITIES

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city; and

WHEREAS, the City of Ukiah General Plan was adopted on December 6, 1995; and

WHEREAS, Senate Bill (SB) 244, codified in Government Code Section 65302.10, requires that on or before the next revision of a city or county housing element, and each revision thereafter, a city or county to review and update its general plan, as necessary to address the presence of Disadvantaged Unincorporated Communities, as defined, within its sphere of influence or outside but surrounded by City territory, and would require the updated general plan to include specified information; and

WHEREAS, on September 27, 2019, the City of Ukiah completed this analysis, entitled, "City of Ukiah SB 244 Analysis," and made a copy available to the public; and

WHEREAS, the City has prepared an amendment to the Land Use Element of the Ukiah General Plan in compliance with Government Code Section 65302.10 by insertion of the City of Ukiah SB 244 Analysis into the Land Use Element as "Appendix A," and

WHEREAS, under California Environmental Quality Act (CEQA) Guidelines §15306 and §15183 the proposed General Plan Land Use Element amendment is exempt from environmental review because the proposed amendment consists exclusively of data collection and does not propose amendments to the Land Use Map or land use policies, nor does it propose a change in density, or growth within the City limits or sphere of influence, and it can be seen with certainty that there is not a possibility that the activity may have a significant effect on the environment; and

WHEREAS, the Planning Commission considered the matter on October 9, 2019, and found that the proposed General Plan Amendment supported the purpose of SB 244, and is consistent with the Ukiah General Plan; and

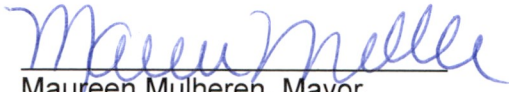
WHEREAS, it is deemed in the interest of orderly development and important to the protection of health, safety, and general welfare of the residents to amend the Ukiah General Plan by incorporating the SB 244 Analysis into the Land Use Element of the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah as follows:

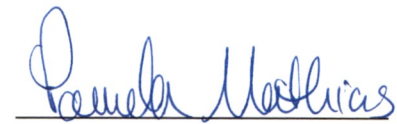
The Land Use Element of the Ukiah General Plan is hereby amended to incorporate "City of Ukiah SB 244 Analysis," dated September 27, 2019, as "Appendix A" of the Ukiah General Plan, based on the Findings in Attachment 1.

PASSED AND ADOPTED on this 23rd day of October, 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:


Pam Mathias, Deputy City Clerk

ATTACHMENT 1

FINDINGS

GENERAL PLAN AMENDMENT #2019-01

AMENDING THE LAND USE ELEMENT OF THE UKIAH GENERAL PLAN TO INCORPORATE AS APPENDIX A THE "CITY OF UKIAH SB 244 ANALYSIS" RELATED TO DISADVANTAGED UNINCORPORATED COMMUNITIES

The following findings are supported by and based upon information contained in the Staff Report, General Plan, other supporting documentation, and the public record:

1. The proposed amendment is deemed to be in the public interest.
2. The proposed General Plan Amendment is consistent and compatible with the General Plan.
3. The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.
4. The proposed Amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).

DISADVANTAGED UNINCORPORATED COMMUNITIES

INTRODUCTION

Senate Bill 244 (SB 244) requires cities to identify and describe disadvantaged unincorporated communities (DUCs) inside or near its boundaries. The purpose of this legislation is to begin to address the lack of access to basic community infrastructure, such as sidewalks, clean drinking water, and adequate waste processing in unincorporated communities. This lack of investment threatens health and safety, and results in further economic, social, and educational inequality. SB 244 requires cities and counties to include DUCs in long-range planning to produce a more efficient delivery system of services and infrastructure. One of the core aims of SB 244 is to address the complex legal, financial, and political barriers that contribute to regional inequity and infrastructure deficiencies.

This paper is organized into the following sections:

Introduction 1

DUC Identification Methodology 4

Communities Identified 7

Infrastructure Deficiency Analysis 10

Key Terms 33

References 34



Based on the requirements of SB 244, this analysis includes an assessment of infrastructure, covering water, wastewater, storm drainage, and structural fire protection facilities and services; infrastructure needs or deficiencies for each of the identified DUCs; and potential funding mechanisms that could resolve any identified infrastructure deficiencies. SB 244 defines a DUC as a fringe, island, or legacy community that meets the following criteria:

- Contains 10 or more dwelling units in close proximity to one another;
- Is either within a city sphere of influence (SOI), is an island within a city boundary, or is geographically isolated and has existed for more than 50 years; and
- Has a median household income that is 80 percent or less than the statewide median household income (MHI).

SB 244 distinguishes three types of DUCs based on the following definitions:

- **“Island community”** means any inhabited and unincorporated territory that is surrounded or substantially surrounded by one or more cities or by one or more cities and a county boundary or the Pacific Ocean.
- **“Fringe community”** means any inhabited and unincorporated territory that is within a city’s sphere of influence.
- **“Legacy community”** means a geographically isolated community that is inhabited and has existed for at least 50 years.

As demonstrated in the following sections, all of the DUCs identified in this analysis match the definition of a fringe community.

Table 1 summarizes the findings from this DUC analysis, which is described in depth in the following sections. As shown in the table, there are no infrastructure deficiencies for water, wastewater, or stormwater drainage in Ukiah DUCs. However, based on information from the Ukiah Valley Fire Authority (UVFA), the identified DUCs have structural fire protection deficiencies due to the water infrastructure for fire connection in these areas: the majority of the fire connections in the identified DUCs are standpipes or wharf hydrants, which do not produce the normal fire flows of a standard hydrant.

TABLE 1 INFRASTRUCTURE IN DISADVANTAGED UNINCORPORATED COMMUNITIES UKIAH 2019				
DUC Identifier	Water*	Wastewater	Stormwater Drainage	Structural Fire Protection
South of the City of Ukiah City Limits				
DUC #1	■	■	■	□
DUC #2	■	■	■	□
DUC #3	■	■	■	□
DUC #4	■	■	■	□
DUC #5	■	■	■	□
North of the City of Ukiah City Limits				
DUC #6	■	■	■	□
DUC #7	■	■	■	□
DUC #8	■	■	■	□
DUC #9	■	■	■	□
DUC #10	■	■	■	□
DUC #11	■	■	■	□
KEY: ■ No Deficiencies □ Deficient *Although the most recent data available indicates overall water capacity may be sufficient in these areas, the existing water infrastructure does not provide adequate water access for fire suppression protection in any of the identified DUCs. For this reason, all identified DUCs have fire suppression and safety services deficiencies.				

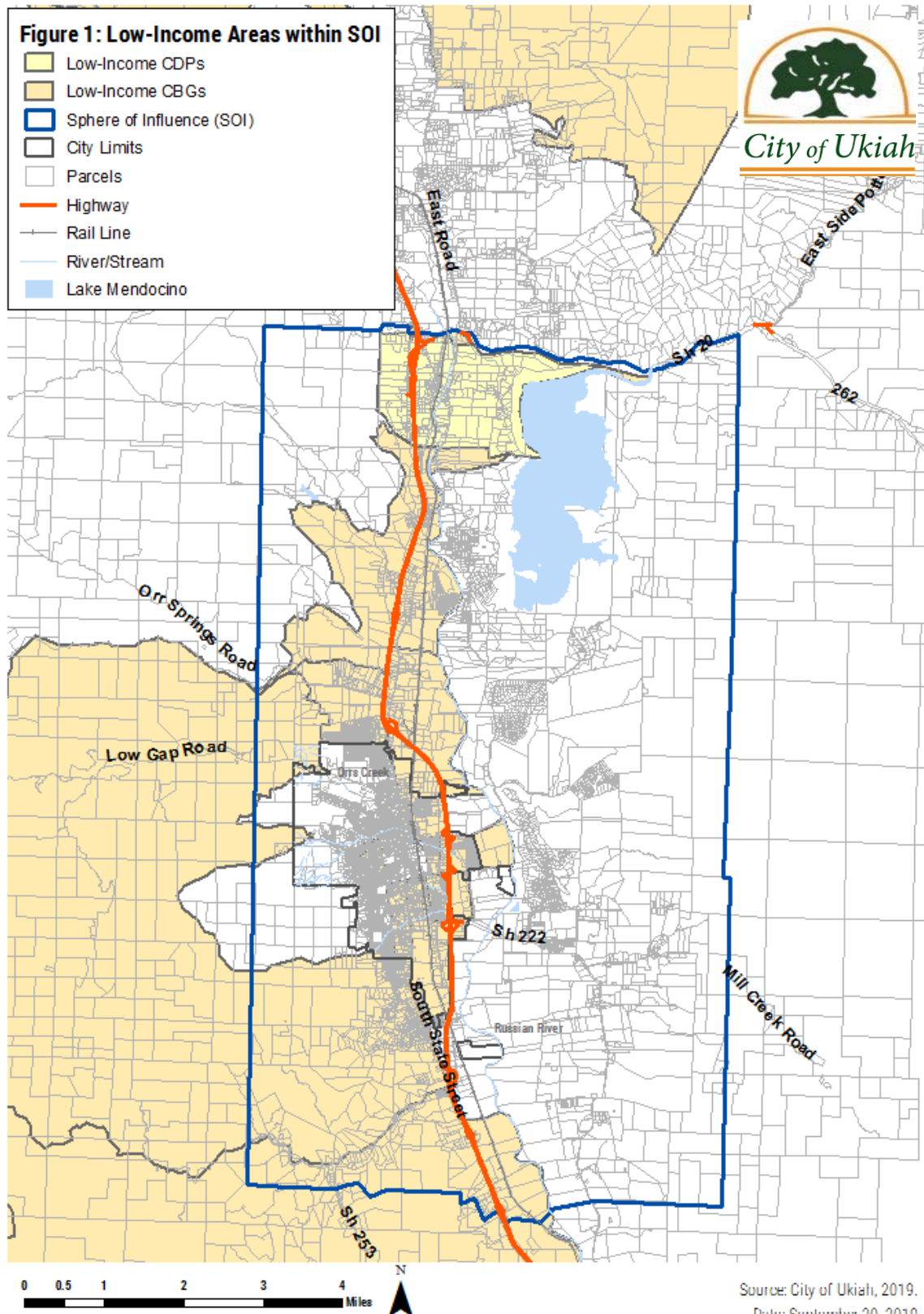


DUC IDENTIFICATION METHODOLOGY

While SB 244 describes the general characteristics of DUCs, it does not provide specific guidance on how to identify them. To assist local governments in addressing the requirements of SB 244, the Governor's Office of Planning and Research (OPR) published a technical advisory memo in February 2013 titled: Senate Bill 244: Land Use, General Plans, and Disadvantaged Communities. The memo recommends data sources for identifying income status and mapping resources for identifying "communities" as defined by SB 244. Based on the guidance provided by OPR, the City identified DUCs in the Ukiah area by following the steps described below.

STEP 1. LOW-INCOME STATUS

- First, the City identified unincorporated areas between the City limits and SOI that had a MHI that was 80 percent or less than the statewide MHI. This was done by looking at Census Block Groups (CBGs) and Census Designated Places (CDPs) that met the low-income threshold using income data from the 2013-2017 American Community Survey (ACS). From 2013-2017, the statewide MHI was \$67,169, which set the low-income threshold of 80 percent or less than the statewide average, was \$53,735. Figure 1 shows the areas that had MHI at or below \$53,735.





STEP 2. RESIDENTIAL PROXIMITY

- Next, within the areas identified as having a MHI of \$53,735 or less, the City identified groupings of dwelling units that were in close proximity to each other and that were also similar in form to the density of residential areas typically located in suburban and urban communities. This was done using satellite imagery from Google Earth to locate areas with more than 10 dwellings in close proximity to each other.

STEP 3. GROUND TRUTHING

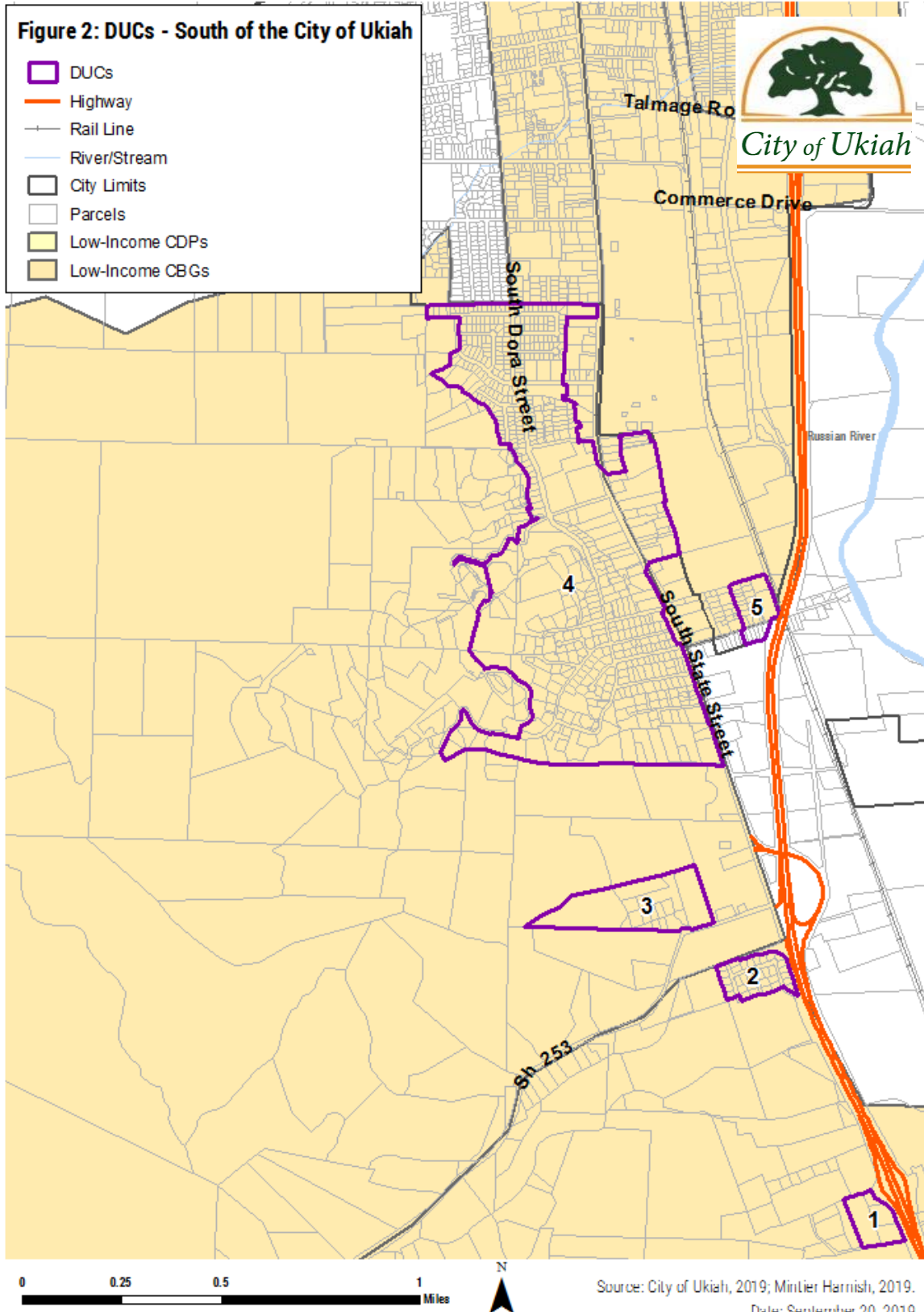
- After identifying potential DUCs based on the thresholds described in SB 244 and the most recent data available, the City reviewed the identified communities to confirm they matched the intent of the SB 244 analysis and that the digital data sources used match current realities. City staff concluded that the 11 DUCs identified through the above process were valid and appropriate as defined under State law.

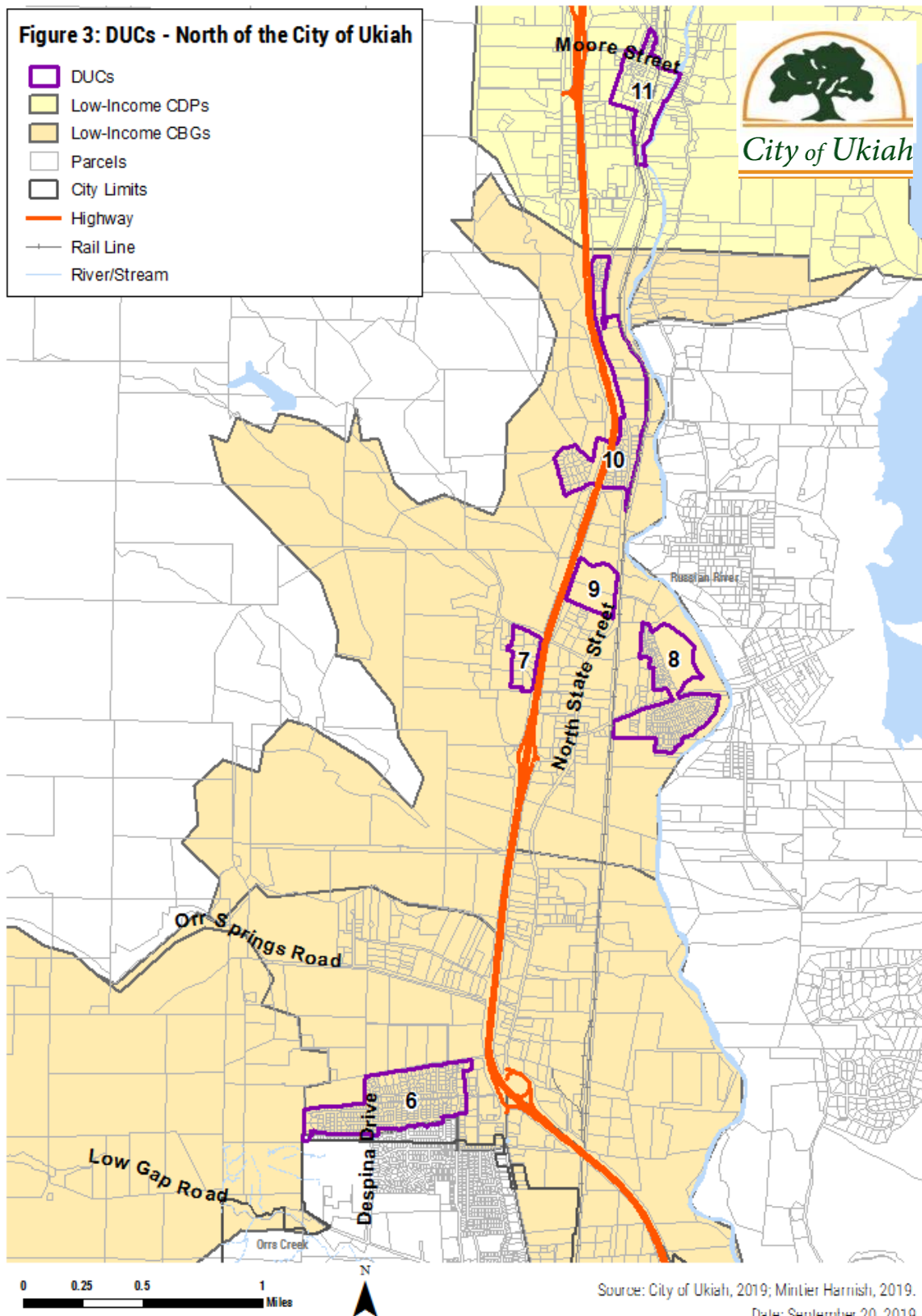


COMMUNITIES IDENTIFIED

The DUCs that the City identified are “Fringe Communities,” as defined by SB 244. Table 2 lists the DUCs in the Ukiah SOI by size (in acres), the approximate number of dwelling units for each DUC, and the number of parcels in each community. Figure 2 shows the DUCs that are south of city limits, and Figure 3 shows the DUCs north of city limits.

TABLE 2 IDENTIFIED DISADVANTAGED UNINCORPORATED COMMUNITIES UKIAH 2019			
DUC Identifier	DUC Size (acres)	# of Dwelling Units (approximate)	# of Parcels
South of the City of Ukiah City Limits			
DUC #1	8.4	15	4
DUC #2	8.8	30	32
DUC #3	29.0	15	16
DUC #4	255.0	680	578
DUC #5	8.5	25	26
North of the City of Ukiah City Limits			
DUC #6	66.1	330	295
DUC #7	16.7	25	17
DUC #8	59.7	270	213
DUC #9	22.9	150	2
DUC #10	72.0	200	108
DUC #11	32.7	35	61
TOTAL	579.8	1,775	1,352







INFRASTRUCTURE DEFICIENCY ANALYSIS

SB 244 requires an analysis of infrastructure services for each DUC. This section first provides an overview of service providers in the Ukiah SOI that provide infrastructure facilities or services in the DUCs. The subsequent section describes the services provided by each provider within each DUC consistent with the requirements of SB 244.

OVERVIEW OF SERVICE PROVIDERS WITHIN THE UKIAH SOI

SB 244 calls for “an analysis of water, wastewater, stormwater drainage, and structural fire protection needs or deficiencies” for all identified DUCs. Within the Ukiah SOI, public water and wastewater services are provided by special districts. Where public water and wastewater services are not provided, onsite systems (e.g., private wells and septic systems) are used. Private wells and septic systems were not evaluated in this report. The following is an overview of how services are provided within the DUCs in the Ukiah area.

WATER

Potable water service within DUCs in Ukiah SOI is provided primarily by special districts, although several DUCs are reliant on individual wells. Special districts that provide water services include:

- Calpella County Water District (DUC #11)
- Mendocino County Russian River Flood Control and Water Conservation Improvement District (DUCs #1, #2, #3, #5, #6, #7, #8, #9, #10, and #11)
- Millview County Water District (DUCs #6, #7, #8, #9, and #10)
- Willow County Water District (DUCs #1, #2, #3, and #5, and approximately 95 percent of DUC #4)

A small portion (approximately 5 percent of the total area) of DUC #4 relies on private wells.

WASTEWATER

Wastewater collection and treatment services are provided to DUCs in the Ukiah SOI through a combination of onsite septic systems (both individual septic and community septic systems) and special districts. Special districts that provide wastewater services include:

- Calpella County Water District (DUC #11)
- Millview County Water District (DUC #8)
- Ukiah Valley Sanitation District (DUCs #2, #3, #4, #5, and #6)

DUCs #1 and #7, #9, #10 rely on septic tanks.

STORMWATER DRAINAGE

Nearly half of the Ukiah DUCs are provided with stormwater drainage services by Mendocino County (County). The other DUCs rely on roadside ditches to collect stormwater runoff. Services are provided as the following:

- Mendocino County (DUCs #4, #6, #10, and #11)



- DUCs #1, #2, #3, #5, #7, #8, and #9 rely on roadside ditches.

STRUCTURAL FIRE PROTECTION

Fire protection services within the Ukiah SOI are provided by Ukiah Valley Fire Authority and the Redwood Valley-Calpella Fire District. The Ukiah Valley Fire Authority (UVFA) jointly manages, equips, maintains and operates all-risk fire, emergency medical and rescue services to the City and Fire District. Services are provided as the following:

- Redwood Valley-Calpella Fire District (DUC #11)
- Ukiah Valley Fire Authority (DUCs #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10)



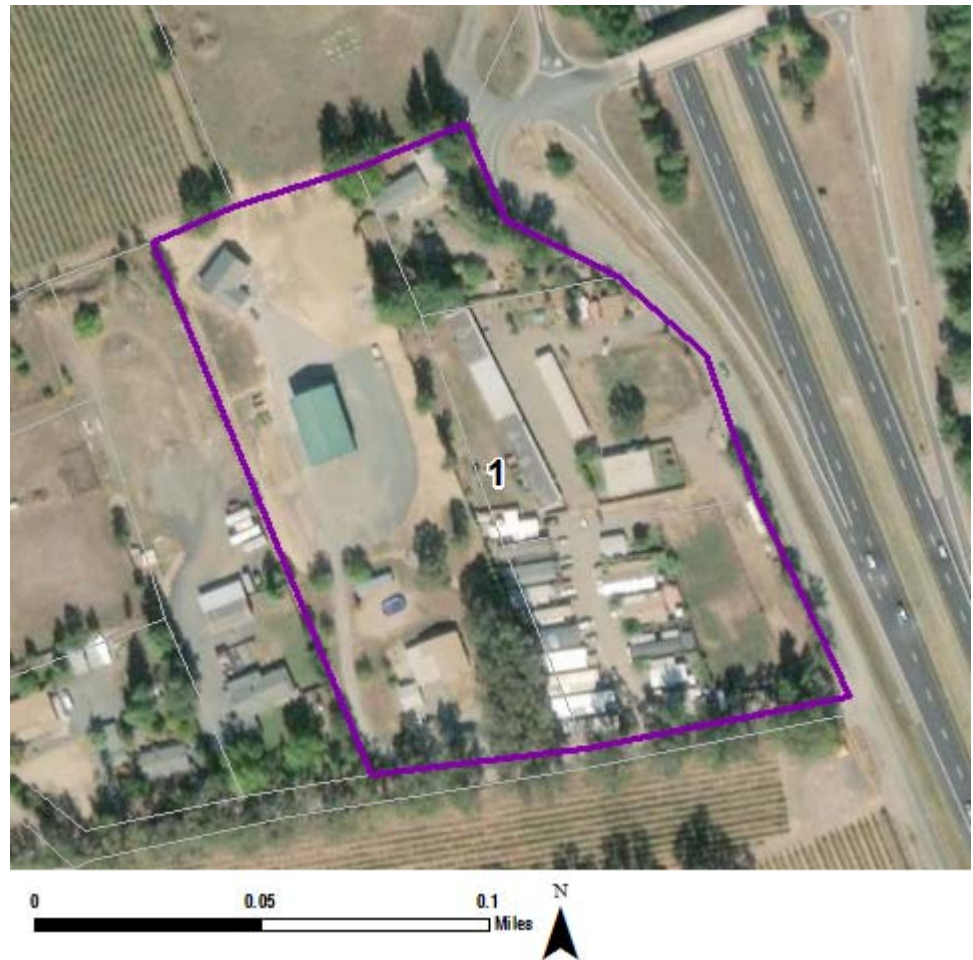
DUC SERVICE PROFILES

For each of the 11 identified DUCs in the Ukiah SOI, the City consulted with the Mendocino Local Agency Formation Commission (LAFCo) and researched available data and reports to determine how water, wastewater, stormwater drainage, and structural fire protection services are provided. The Mendocino LAFCo information was derived primarily from published Municipal Service Reviews (MSRs) and SOI update reports. The following are analyses of how each DUC is being served.

DUC #1

DUC #1 is located at the northwest corner of Burke Hill Road and Bisby Avenue, west of Redwood Highway. This area includes 4 parcels totaling approximately 8 acres, with approximately 15 mobile homes. This area is commonly known as Ukiah Mobile Estates.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provide raw water for irrigation and to municipal water purveyors within this area.



The Willow County Water District (WCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the WCWD distributes approximately 1,200 acre-feet of water per year for domestic and landscape and agricultural irrigation uses. Water usage is about 20 percent residential and 80 percent commercial/industrial. The WCWD maintains a storage capacity of 1.348 million gallons in nine storage tanks strategically located throughout the WCWD. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the WCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.



Wastewater – There is no community wastewater system in place for this community. Septic tanks are used by residents for wastewater disposal. Because no data has been recently presented suggesting the septic capacity is not sufficient for this community, there appear to be no wastewater deficiencies in this community.

Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches that are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of stormwater runoff capture and transport through roadside ditches, there appear to be no stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, and tenant changes that are within its service area and require a building permit. UVFA Station 1 (South Station), located at 1500 S. State Street, is the closest station to DUC #1. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season, CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational, can assist UVFA during large fire incidents.

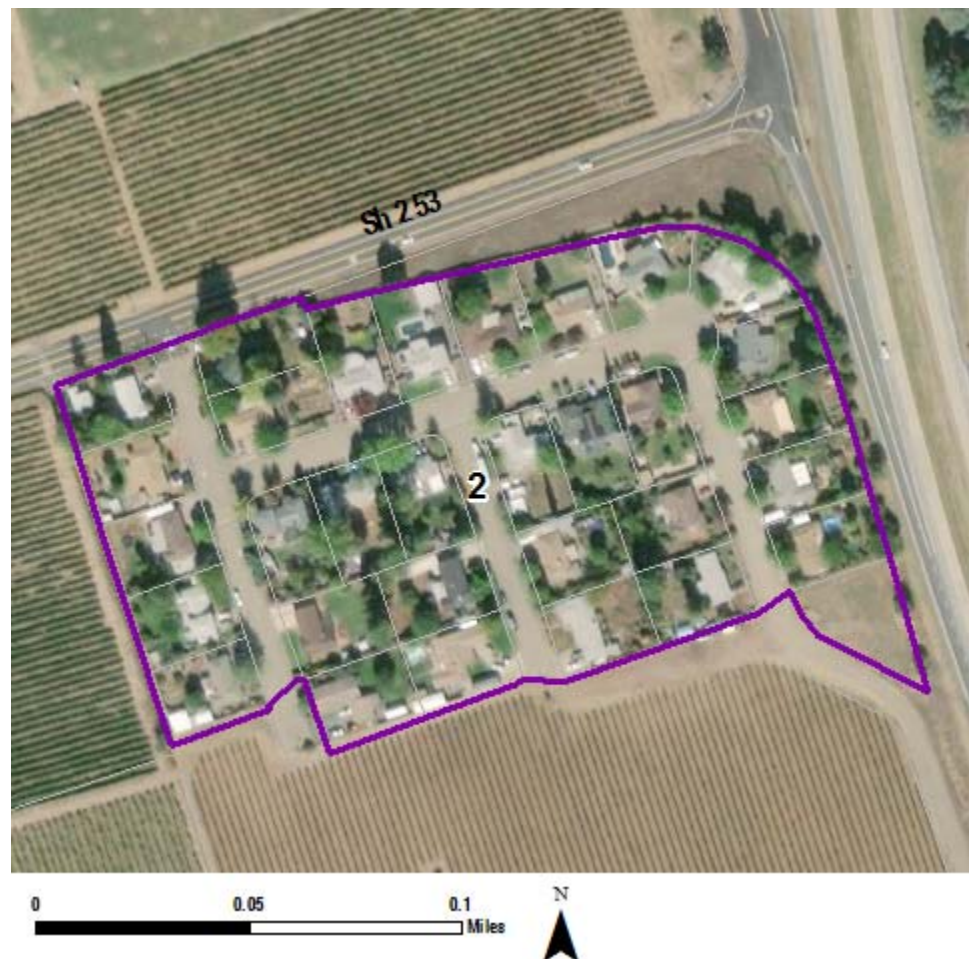
Water infrastructure for fire connections is inadequate in this area (there are no fire hydrants), limiting availability to adequate fire suppression systems. In lieu of an adequate fire suppression system and existing water serving infrastructure, all UVFA fire trucks are required to carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #2

DUC #2 is located at the southwest corner of Boonville Road (Highway 253) and South State Street, west of Redwood Highway. This area includes 32 parcels totaling nearly 9 acres, with approximately 30 single-family homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Willow County Water District (WCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the WCWD distributes approximately 1,200 acre-feet of water per year for domestic and irrigation uses. Water usage is about 20 percent residential and 80 percent commercial/industrial. The WCWD maintains a storage capacity of 1.348 million gallons in nine storage tanks strategically located throughout the WCWD. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the WCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – The Ukiah Valley Sanitation District (UVSD) provides wastewater service to this community. The City owns the collection system and a Wastewater Treatment Plant (WWTP), while the UVSD owns the collection system within its jurisdictional boundaries. The UVSD contracts via a Participation Agreement to the City of Ukiah for use of the City-owned WWTP and for maintenance of its collection system. Based on the most recent data available from the Ukiah Valley Sanitation District and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.



Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches which are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of stormwater runoff capture and transport through roadside ditches, there do not appear to be stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 1 (South Station), located at 1500 S. State Street, is the closest station to DUC #2. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

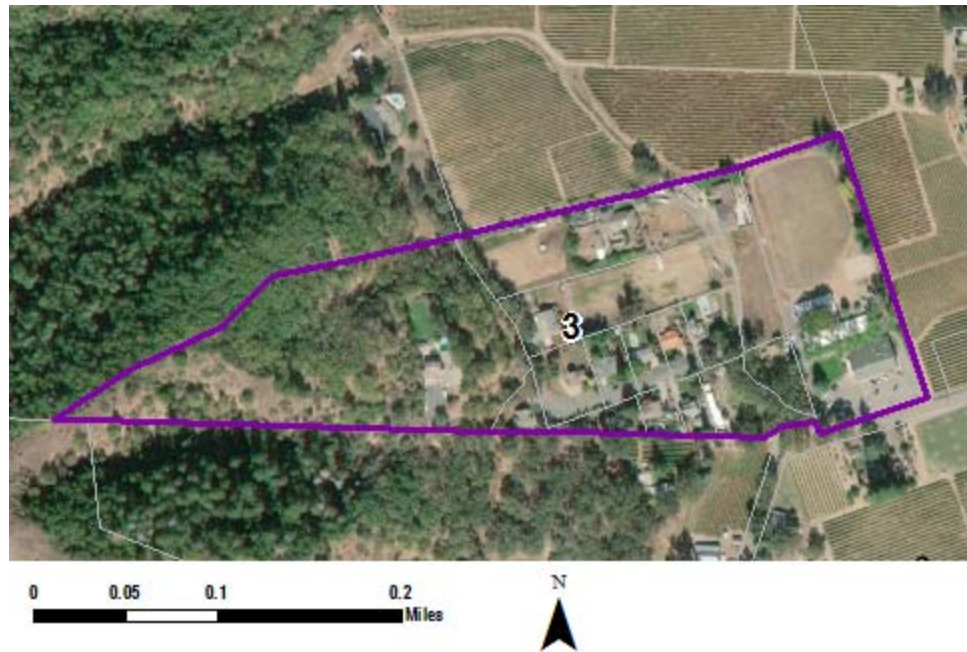
The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #3

DUC #3 is located north of Zaina Lane and South Stipp Lane, west of Redwood Highway, near Stipp Ranch. This area includes 16 parcels totaling approximately 29 acres with approximately 15 homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Willow County Water District (WCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the WCWD distributes approximately 1,200 acre-feet of water per year for domestic and irrigation uses. Water usage is about 20 percent residential and 80 percent commercial/industrial. The WCWD maintains a storage capacity of 1.348 million gallons in nine storage tanks strategically located throughout the WCWD. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the WCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – The Ukiah Valley Sanitation District (UVSD) provides wastewater service to this community. The City owns the collection system and a Wastewater Treatment Plant (WWTP), while the UVSD owns the collection system within its jurisdictional boundaries. The UVSD contracts via a Participation Agreement to the City of Ukiah for use of the City-owned WWTP and for maintenance of its collection system. Based on the most recent data available from the Ukiah Valley Sanitation District and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.

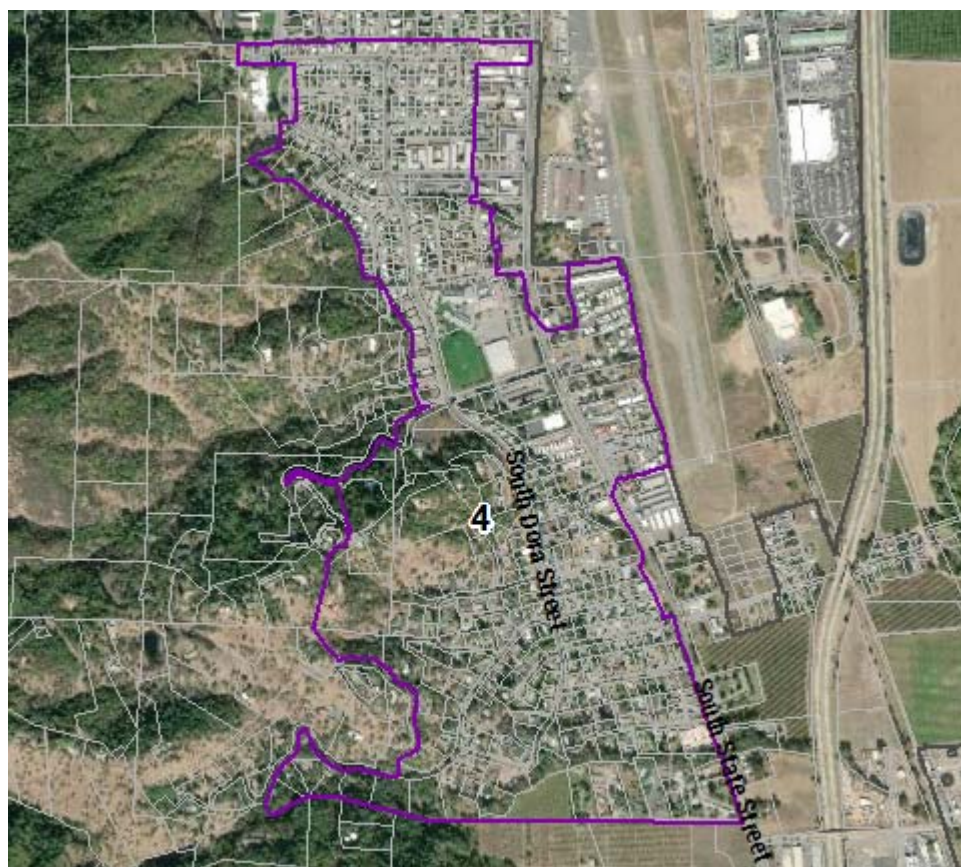
Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches which are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of stormwater runoff capture and transport through roadside ditches, there do not appear to be stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 1 (South Station), located at 1500 S. State Street, is the closest station to DUC #3. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.

DUC #4

DUC #4 is located adjacent to the southwestern part of the city limits. This area spans from Jefferson Lane to the north and Gobalet Lane to the south and includes 578 parcels totaling 255 acres with approximately 680 single-family and multifamily (i.e., apartments, townhomes) homes.



Water – The Mendocino County Russian

River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area. DUC #4 is served by both a



water district and private wells. Approximately 95 percent of the area is served by the Willow County Water District (WCWD), while the remaining 5 percent, located on the far southwest point of the community, rely on individual wells.

The Willow County Water District (WCWD) receives water from the RRFC, then treats and distributes the water to most of DUC #4. During a normal year, the WCWD distributes approximately 1,200 acre-feet of water per year for domestic and irrigation uses. Water usage is about 20 percent residential and 80 percent commercial/industrial. The WCWD maintains a storage capacity of 1.348 million gallons in nine storage tanks strategically located throughout the WCWD. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the WCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – The Ukiah Valley Sanitation District provides wastewater service to this community. The City owns the collection system and a Wastewater Treatment Plant (WWTP), while the UVSD owns the collection system within its jurisdictional boundaries. The UVSD contracts via a Participation Agreement to the City of Ukiah for use of the City-owned WWTP and for maintenance of its collection system. Based on the most recent data available from the Ukiah Valley Sanitation District and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.

Stormwater Drainage – The County manages a storm drain collection system for this community. Based on data from the most recent MSR, for this area does not appear to have infrastructure deficiencies related to stormwater drainage.

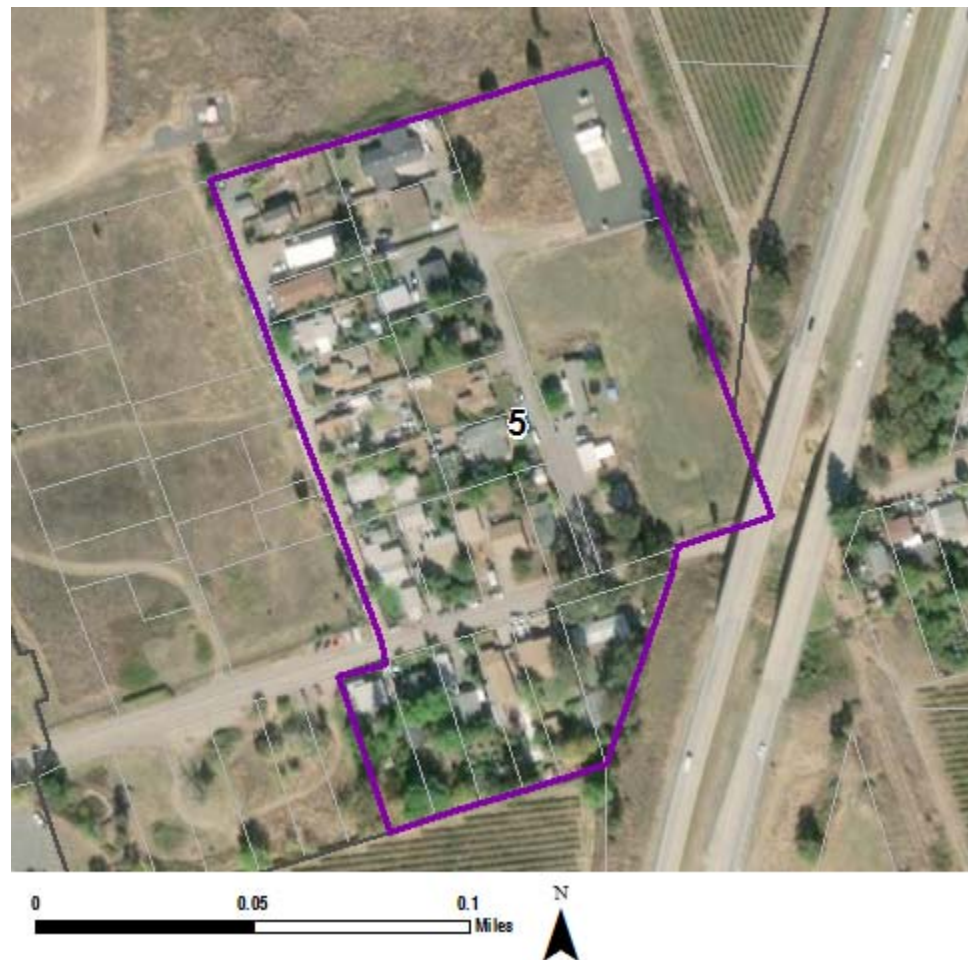
Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 1 (South Station), located at 1500 S. State Street, is the closest station to DUC #4. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.

DUC #5

DUC #5 is located adjacent to the southern part of the city limits along Pomo Lane and Townsend Lane to the north of Norgard Lane. This area includes 26 parcels totaling nearly 9 acres with approximately 25 single-family homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Willow County Water District (WCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the WCWD distributes approximately 1,200 acre-feet of water per year for domestic and irrigation uses. Water usage is about 20 percent residential and 80 percent commercial/industrial. The WCWD maintains a storage capacity of 1.348 million gallons in nine storage tanks strategically located throughout the WCWD. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the WCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – The Ukiah Valley Sanitation District provides wastewater service to this community. The City owns the collection system and a Wastewater Treatment Plant (WWTP), while the UVSD owns the collection system within its jurisdictional boundaries. The UVSD contracts via a Participation Agreement to the City of Ukiah for use of the City-owned WWTP and for maintenance of its collection system. Based on the most recent data available from the Ukiah Valley Sanitation District and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.



Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches which are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of stormwater runoff capture and transport through roadside ditches, there do not appear to be stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 1 (South Station), located at 1500 S. State Street, is the closest station to DUC #5. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.

DUC #6

DUC #6 is located between the northern part of the city limits to Lovers Lane, to the west of Millview Road and Kuki Road. This area includes 295 parcels spanning approximately 66 acres with approximately 330 single-family and multifamily (i.e., apartments) homes.





Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.

The Millview County Water District (MCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the MCWD distributes approximately 1,460 acre-feet of water per year. Water usage is approximately 75 percent for residential purposes, while commercial uses account for approximately 15 percent and the remaining 10 percent for industrial and miscellaneous purposes. The MCWD has a storage capacity of 3.24 million gallons. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the MCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – The Ukiah Valley Sanitation District provides wastewater service to this community. The City owns the collection system and a Wastewater Treatment Plant (WWTP), while the UVSD owns the collection system within its jurisdictional boundaries. The UVSD contracts via a Participation Agreement to the City of Ukiah for use of the City-owned WWTP and for maintenance of its collection system. Based on the most recent data available from the Ukiah Valley Sanitation District and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.

Stormwater Drainage – The County manages a storm drain collection system for this community. Based on data from the most recent MSR, for this area does not appear to have infrastructure deficiencies related to stormwater drainage.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 2 (North Station), located at 1800 N. State Street, is the closest station to DUC #6. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

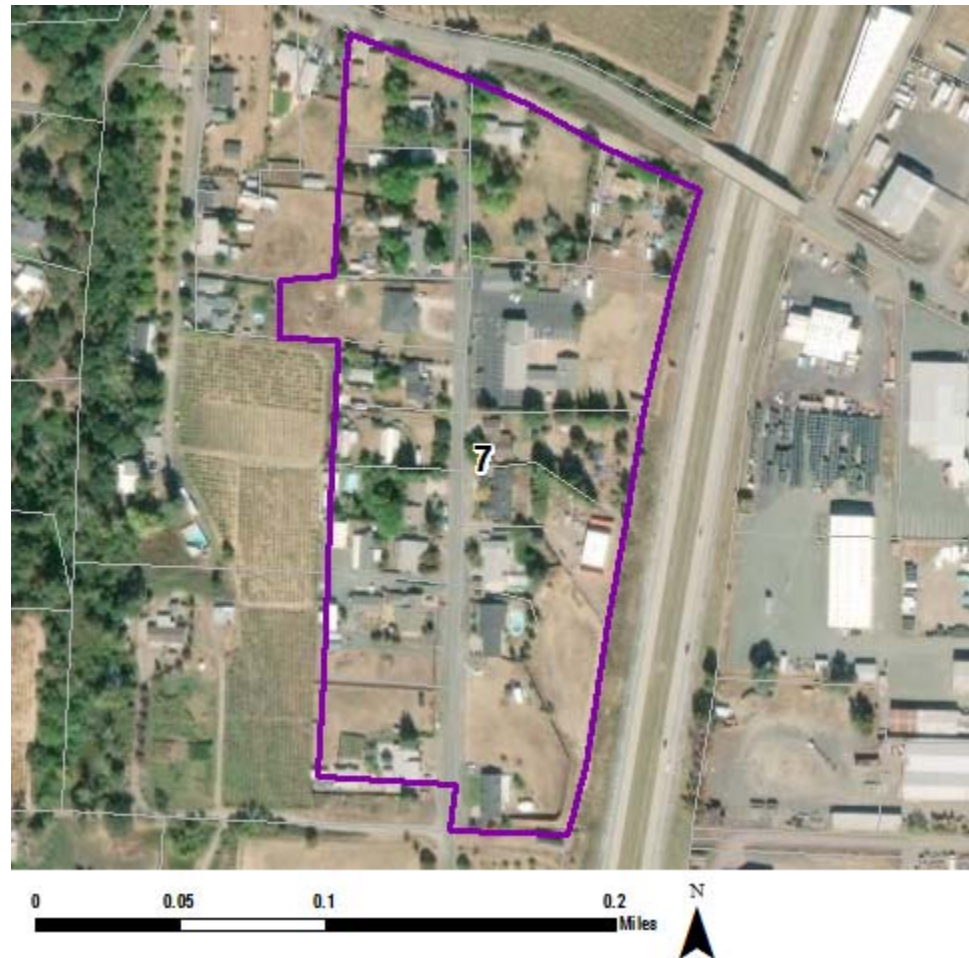
The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #7

DUC #7 is located between Parducci Road to the north, Redwood Highway to the east, Ben Road to the south, and Aldo Lane to the west. This area includes 17 parcels spanning nearly 17 acres with approximately 25 single-family homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Millview County Water District (MCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the MCWD distributes approximately 1,460 acre-feet of water per year. Water usage is approximately 75 percent for residential purposes, while commercial uses account for approximately 15 percent and the remaining 10 percent for industrial and miscellaneous purposes. The MCWD has a storage capacity of 3.24 million gallons. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the MCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – There is no community wastewater system in place for this community. Septic tanks are used by residents for wastewater disposal. Because no data has been recently presented suggesting the septic capacity is not sufficient for this community, there appear to be no wastewater deficiencies in this community.

Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches which are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of



stormwater runoff capture and transport through roadside ditches, there do not appear to be stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 2 (North Station), located at 1800 N. State Street, is the closest station to DUC #7. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

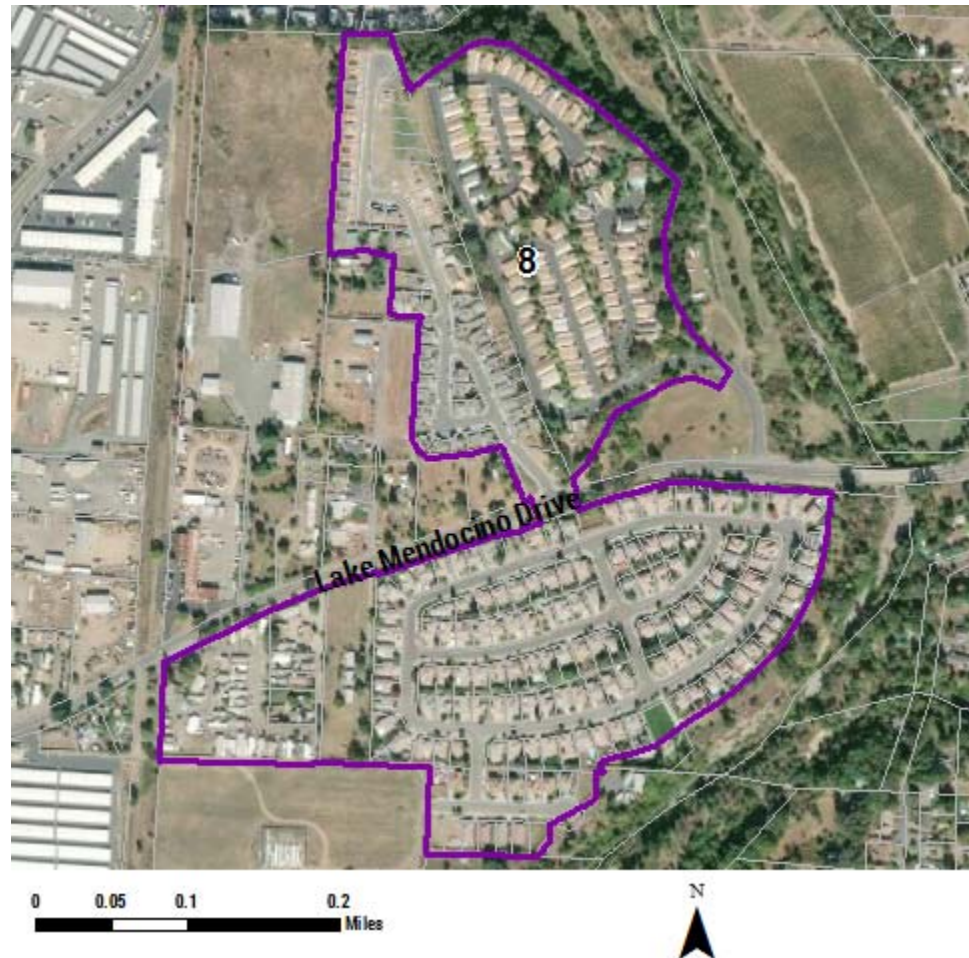
The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #8

DUC #8 is located between Estrella Court and Malaga Court to the north, the Russian River to the east, Riverview Drive to the south, and Redwood Highway to the west. This area includes 213 parcels spanning nearly 60 acres with approximately 270 single-family and mobile homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Millview County Water District (MCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the MCWD distributes approximately 1,460 acre-feet of water per year. Water usage is approximately 75 percent for residential purposes, while commercial uses account for approximately 15 percent and the remaining 10 percent for industrial and miscellaneous purposes. The MCWD has a storage capacity of 3.24 million gallons. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the MCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – There is no community wastewater system in place for this community. Septic tanks are used by residents for wastewater disposal. Because no data has been recently presented suggesting the septic capacity is not sufficient for this community, there appear to be no wastewater deficiencies in this community.



Stormwater Drainage – The County manages a storm drain collection system for this community. Based on data from the most recent MSR, for this area does not appear to have infrastructure deficiencies related to stormwater drainage.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 2 (North Station), located at 1800 N. State Street, is the closest station to DUC #8. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #9

DUC #9 is located between York Creek to the north, N. State Street to the east, 3rd Street to the south, and Redwood Highway to the west. This area covers 2 parcels spanning nearly 23 acres with approximately 150 mobile homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Millview County Water District (MCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the MCWD distributes approximately 1,460 acre-feet of water per year. Water usage is approximately 75 percent for residential purposes, while commercial uses account for approximately 15 percent and the remaining 10 percent for industrial and miscellaneous purposes. The MCWD has a storage capacity of 3.24 million gallons. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the MCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – There is no community wastewater system in place for this community. Septic tanks are used by residents for wastewater disposal. Because no data has been recently presented suggesting the septic capacity is not sufficient for this community, there appear to be no wastewater deficiencies in this community.

Stormwater Drainage – Storm drainage capture and transport is limited since there is no community storm drain system in place for this community. In lieu of a storm drain system, there are roadside ditches which are used to manage and transport stormwater runoff for the area. The use of roadside ditches have led to less ponding and localized flooding, but during large rain events, localized flooding and ponding may still occur. Based on the availability of



stormwater runoff capture and transport through roadside ditches, there do not appear to be stormwater drainage deficiencies in this community.

Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 2 (North Station), located at 1800 N. State Street, is the closest station to DUC #9. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

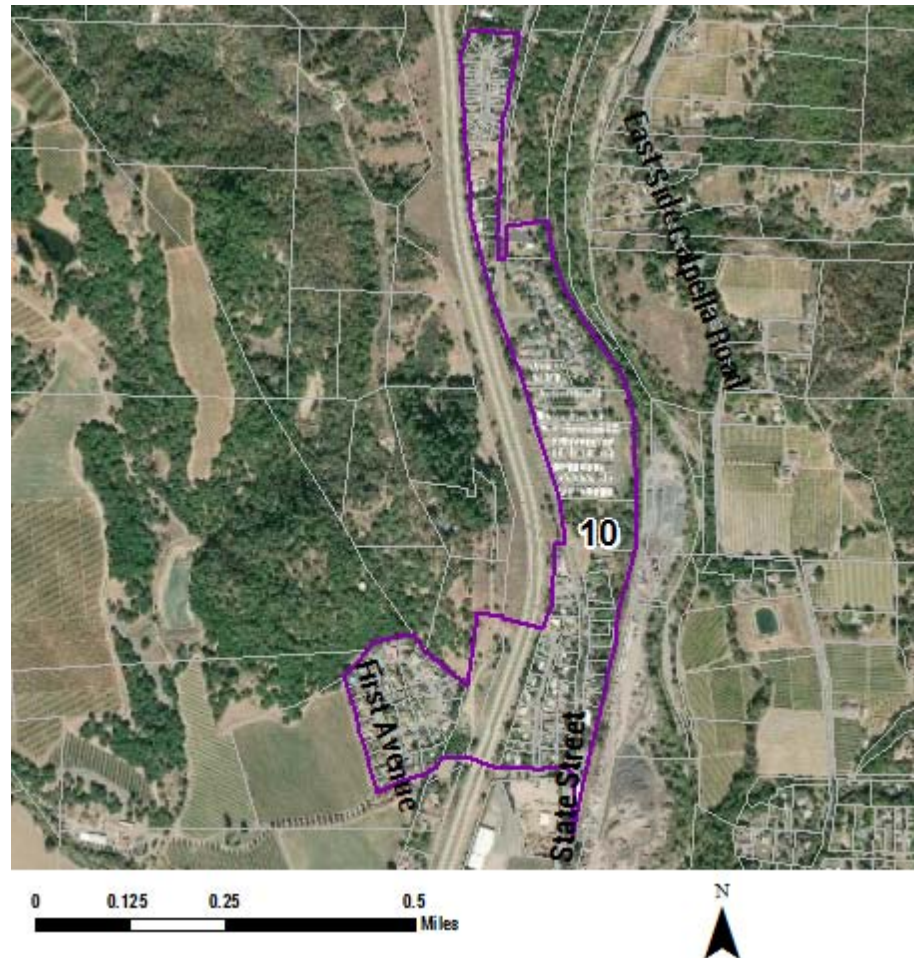
The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



DUC #10

DUC #10 includes a community west of Redwood Highway that is around 1st Avenue, and residences along N. State Street to the east of Redwood Highway that span from Agnes Lane to the north, Russian River to the east, and Pomo Lane to the south. This area covers 108 parcels spanning approximately 72 acres with approximately 200 single-family and mobile homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.



The Millview County Water District (MCWD) receives water from the RRFC, then treats and distributes the water to this area. During a normal year, the MCWD distributes approximately 1,460 acre-feet of water per year. Water usage is approximately 75 percent for residential purposes, while commercial uses account for approximately 15 percent and the remaining 10 percent for industrial and miscellaneous purposes. The MCWD has a storage capacity of 3.24 million gallons. Based on data contained in the 2013 Ukiah Valley Special Districts MSR, the MCWD would have sufficient capacity to meet anticipated demand- and consequently, it does not appear there are water deficiencies.

Wastewater – There is no community wastewater system in place for this community. Septic tanks are used by residents for wastewater disposal. Because no data has been recently presented suggesting the septic capacity is not sufficient for this community, there appear to be no wastewater deficiencies in this community.

Stormwater Drainage – The County manages a storm drain collection system for this community. Based on data from the most recent MSR, for this area does not appear to have infrastructure deficiencies related to stormwater drainage.

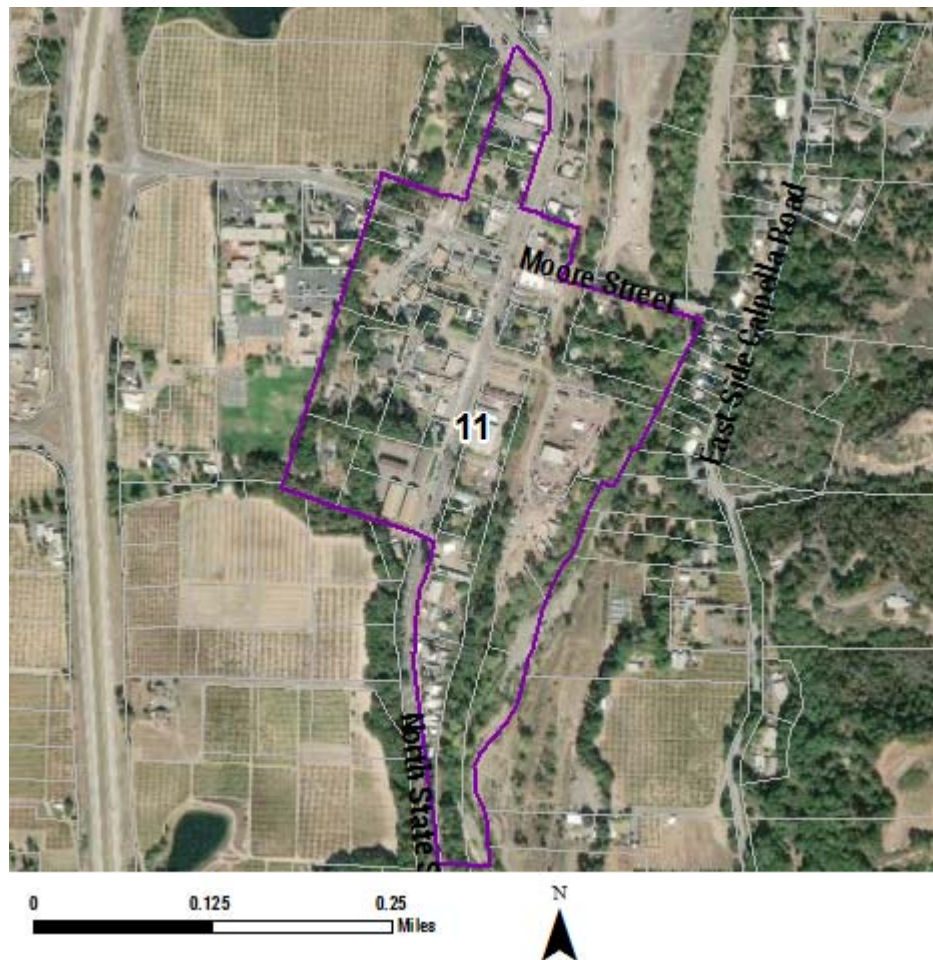
Structural Fire Protection – Fire protection is provided to this community by Ukiah Valley Fire Authority (UVFA). The UVFA provides structural, wildland fire suppression, and emergency medical services. UVFA staff are trained to provide emergency medical service at the Basic Life Support (BLS) level and are the first responders to these types of calls. The UVFA reviews all applications for new commercial construction, multi-unit housing, occupancy changes, or tenant changes that are within its service area and require a building permit. UVFA Station 2 (North Station), located at 1800 N. State Street, is the closest station to DUC #10. This station is staffed full time, 24 hours a day, seven days a week, 365 days a year. During peak fire season CalFire operates CalFire Station Ukiah, part of the Mendocino Unit, located at 2690 N. State Street. This station is not staffed full-time, but when operational can assist UVFA during large fire incidents.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.

DUC #11

DUC #11 is the center of Calpella and includes residences along N. State Street that span from the intersection of N. State Street and 3rd Street to the north, Russian River to the east, and portions of Moore Street and Hopkins Street. This area includes 61 parcels spanning nearly 33 acres with approximately 35 single-family homes.

Water – The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) provides raw water for irrigation and to municipal water purveyors within this area.





The Calpella County Water District receives water from the RRFC, then treats and distributes the water to this area. Based on the 2013 Ukiah Valley Special Districts Municipal Service Review (MSR), the water infrastructure capacity is sufficient, but the District overall lacks additional water capacity. The lack of water supply leads to a potential of meeting future demands without purchasing water from other sources. There are no reported changes since the 2013 MSR.

Wastewater –The Calpella County Water District serves over 100 sewer connections and operates a wastewater treatment plant. The capacity of the plant was increased to 80,000 gpd. In 2007, the average daily flow rate was estimated at 32,000 gallons. The CCWD has additional treatment capacity and can accommodate up to 1,000 residents, which is about 300 more than the current population within the CCWD service area. Based on the most recent data available from the CCWD and Mendocino LAFCo, there do not appear to be wastewater deficiencies in this community.

Stormwater Drainage – The County manages a storm drain collection system for this community. Based on data from the most recent MSR, for this area does not appear to have infrastructure deficiencies related to stormwater drainage.

Structural Fire Protection – The Redwood Valley-Calpella Fire District (RVCFD) provides structural fire protection, wildland fire protection, emergency medical services, rescue, hazardous materials response, and fire prevention for Calpella. The District is dispatched by CALFire. RVCFD operates one fire station in Redwood Valley at 8481 East Road in Redwood Valley. Within Calpella and the outlying area, The District relies on its 2,000-gallon water tender, agricultural irrigation ponds, and cisterns constructed by property owners as part of a residential building permit. In 2016, water supply for firefighting in the outlying areas is considered “marginally adequate,” especially during time of drought. RVCFD is exploring other means to augment its existing water supplies, either through mutual aid tanker support from other fire agencies; or through acquisition of additional water tenders. The core of capital improvement needs for RVCFD are generally planned in the budget and are underway, which includes a 10-year program to replace its vehicles.

The area has access to fire hydrants. However, the majority of fire connections are standpipes or wharf hydrants, which do not produce the fire flows of a standard hydrant. The fire connections are sufficient for small isolated fires, but for major fires, UVFA must use water tenders. All fire trucks also carry water onboard for fire suppression. Based on these water infrastructure issues, there are fire protection service deficiencies in this community.



POTENTIAL INFRASTRUCTURE FUNDING SOURCES

There are Federal and State programs that could potentially help address existing deficiencies identified in the communities discussed above. Table 3 provides a brief summary of programs that could provide funding to address infrastructure deficiencies in DUCs.

TABLE 3 POTENTIAL INFRASTRUCTURE FUNDING SOURCES		
Program Name	Agency	Program Description
Community Development Block Grants (CDBG)	United States Housing and Urban Development Department (HUD)	These grants can fund the construction of projects such as water and sewer facilities, street maintenance, as well as other public work projects.
Community Facilities Direct Loan and Grant Program	United States Department of Agriculture and Rural Development	This program provides funding to develop essential community facilities in rural areas.
Impact Fees	Local Governments	Development Impact Fees can be imposed for new development, in order to acquire funding to construct capital facilities. Applying development impact fees to projects does have substantial limitations under The Mitigation Fee Act, sections 66000.
Taxation	Local Governments and Public Agencies	In 1982 the California State Legislature enacted the Community Facilities Act, commonly referred to as Mello-Roos. This act authorized local jurisdictions to establish community facility districts, which would directly serve as another funding mechanism for financing public work projects, and even public services. This method of revenue generation potentially could be used to finance projects that will make the necessary improvements to the deficiencies in these communities.
Clean Water State Revolving Fund (CWSRF)	The State Water Resources Control Board	CWSRF provides financial assistance for a wide range of water infrastructure projects. It is a partnership between the US EPA and states governments. States have the flexibility to fund a range of projects that address their highest priority water quality needs. Using a combination of federal and state funds, CWSRF provides loans to eligible recipients to construct municipal wastewater facilities and decentralized wastewater treatment systems, among other projects.
Emergency Community Water Assistance Grants	United States Department of Agriculture Rural Development	This program helps eligible communities prepare for, or recover from, an emergency that threatens the availability of safe, reliable drinking water for households and businesses.
Safe Drinking Water State Revolving Fund	California Department of Public Health	The Drinking Water State Revolving Fund (DWSRF) program assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements.

TABLE 3
POTENTIAL INFRASTRUCTURE FUNDING SOURCES

Program Name	Agency	Program Description
Bonds	Local Governments	Bonding is a funding mechanism that can be used specifically to fund large infrastructure projects in disadvantaged communities. There are three bond types: revenue bonds, lease revenue bonds, and obligations bonds. - Revenue bonds are typically ensured by the project that is being constructed. A common revenue bond infrastructure project would be a water treatment facility. Once the bond is paid, the facility operation and ownership is turned over to the jurisdiction. - Lease revenue bonds are secured by either a non-profit or privately financed group, that constructs the infrastructure project, then leases the completed facility back to the jurisdiction, until the costs of the bond have been paid for. Once the bond is paid, the facility operation and ownership is turned over to the jurisdiction. - General obligation bonds are issued for the improvement and enhancement of real property. Local governments have the ability to raise property taxes in order to cover the costs of the bond and infrastructure project. Unlike the previous two types of bonding methods, the general obligation bond, does require voter approval.
Household and Small Water System Drought Assistance Program	State Water Resources Control Board	The State Water Resources Control Board authorized \$5 million to assist individual households and small water systems to address drought-related drinking water emergencies. Funding is available as low interest loans and/or grant based on recipient's income and affordability.
Integrated Regional Water Management	California Department of Water Resources	The IRWM Grant Programs include funding for planning, community involvement, implementation, and companion grant programs that support sustainable groundwater planning and water-energy programs and projects.
Proposition 84	State Water Resources Control Board	The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act (Prop 84) provides funding for capital costs on projects addressing excessive stormwater runoff, including projects related to the collection of stormwater, and treatment of water to reduce contamination.
State Water Quality Control Fund: Cleanup and Abatement Account	State Water Resources Control Board	The Cleanup and Abatement Account (CAA) was created to provide public agencies with grants for the cleanup or abatement of pollution when there are no viable responsible parties available to undertake the work. Eligible entities include public agencies, as well as certain not-for-profit organizations and tribal governments that serve a disadvantaged community and that have the authority to clean up or abate the effects of a waste.



KEY TERMS

Community. An inhabited area within a city or county that is comprised of no less than 10 dwelling units adjacent or in close proximity to one another.

Disadvantaged Unincorporated Community (DUC). A fringe, island, or legacy community in which the median household income is 80 percent or less than the statewide median household income.

Island Community. Any inhabited and unincorporated territory that is surrounded or substantially surrounded by one or more cities or by one or more cities and a county boundary or the Pacific Ocean.

Fringe Community. Any inhabited and unincorporated territory that is within a city sphere of influence.

Legacy Community. A geographically isolated community that is inhabited and has existed for at least 50 years.

Local Agency Formation Commission (LAFCo). The commission designated by the State Legislature within each county to provide for the orderly growth and development within said county, including the review and evaluation of proposals for formation of special districts, incorporation of cities, annexation to special districts or cities, consolidation of districts, and merger of districts with cities. Each LAFCo is empowered to approve, disapprove, or conditionally approve such proposals.

Municipal Service Review (MSR). A comprehensive study designed to better inform LAFCo, local agencies, and the community examining the provision of municipal services for the area.

Sphere of Influence (SOI). A plan for the probable physical boundaries and service area of a local agency, as determined by the Local Agency Formation Commission (LAFCo).



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Mendocino County. <http://www.co.mendocino.ca.us>. September 2019.

Mendocino LAFCo. <http://mendolafco.org>. September 2019.

Ukiah Valley Sanitation District. www.uvsd.org. September 2019.

DATA

U.S. Census Bureau. 2013-2017 American Community Survey (ACS) data.

Budget: 26371515

Application

City of Ukiah Code Enforcement Services Program

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/5B06AEAE-FF81-4393-A830-19FC588CCD75>

Budget Status

Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Non-Housing 2021
Stage: Pre-Award

Report Date: 07/27/2022
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										
	Code enforcement program activity	City code enforcement staff costs	0	\$0.00	\$0.00	\$465,000.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$465,000.00	\$0.00		\$0.00	
General Administration										
	General administration	City staff costs	0	\$0.00	\$0.00	\$35,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$35,000.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$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	\$500,000.00	\$0.00		\$0.00	

Budget Report, Created by Craig Schlatter, cschlatter@cityofukiah.com, 07/27/2022
Source: eCivis™ Portal
<http://www.ecivis.com/>



CA HCD CDBG Revision, Amendment Form Appendix 6-9

CA HCD Revision / Amendment Form

The purpose of this form is to document the required content needed for a Standard Agreement Exhibit E when contracts are revised or amended. Please complete the form below to request applicable revisions and amendments to a Standard Agreement. A separate form must be completed for each agreement/award.

Part 1: Activity Information:

Complete all fields and mark an "X" in the Change column to indicate if this is a requested change from the awarded application.

Award /Standard Agreement Number: (Grantee/PJ Activity ID in IDIS)	21-CDBG-NH-20004	Change
Contractor/Grantee/Organization Name:	City of Ukiah	☐
Person Completing Form:	Jim Robbins	☐
Activity (Programs/Matrix Code):	15 (Code Enforcement)	☐
Activity Name (Activity Project/Program Title)	City of Ukiah Code Enforcement Services Program	☐
County Code:	CDBG # 23, US Census # 045	☐
Activity Address, Building Number:		☐
Activity Address, Street Name	300 Seminary Avenue	☐
Activity Address, Suite Number		☐
Activity Address, City	Ukiah	☐
Activity Address, State	CA	☐
Activity Address, Zip Code	95482	☐
Is the Activity Subject to Section 3 at 24 CFR Part 75? (Yes/No)	No	☐
Level of NEPA Review	CENST Exempt, GA CENST Exempt	☐



Subject to Davis Bacon (Yes/No)	No	☐
National Objective:	LMA	☐
Measure Indicator:	Number of Beneficiaries	☐
Number of Beneficiaries:	7,765	☐

Complete applicable national objective fields below:

If LMC – Presumed Benefit (Yes/No):		☐
If LMC – If yes, Presumed Benefit Type:		☐
If LMA - Census Block Group(s):	115.1, 115.2, 115.4, 116.1, 116.2, 116.3	☐
If LMA - Total # Low/Mod	4,787	☐
If LMA - Total Low/Mod Universe Population	7,765	☐
If LMJ - # of Jobs Expected to Create:		☐
If LMJ - # of Jobs Expected to Retain:		☐

Part 2: Scope of Work and Budget

Check all that apply below.

- ☒ **Scope of Work Change** (check this box and then insert a narrative in the box below if you are describing a change from the original application)

The proposed Scope of Work change includes the addition of a code enforcement services program vehicle to the program. The City wishes to purchase a vehicle with CDBG funds for the active CDBG Code Enforcement Services Program for code enforcement activities, which is an allowable expense as part of the state CDBG standard agreement.



☐ **Budget Change** (check this box if you are requesting a change in your budget and then fill out the box below)

BUDGET			
	Awarded Funds / Original Budget	Budget Adjustment Show negative amounts with minus (-) sign	Final Amounts
Admin			
Admin Program Income			
Activity			
Activity Program Income			
Total			

Part 3: Justification and Assurances

Amendment Justifications and Assurances (as applicable)

Please include the following information for the proposed amendment.

Identify the reasons for the proposed amendment(s).

The City wishes to purchase a vehicle for Code Enforcement Services Program for the purpose of code enforcement activities. The vehicle will only be used for code enforcement activities.



1. List steps being taken to avoid any future amendment(s) request(s) for the same reason(s).

Future amendments will not be required because the City will not seek to purchase additional vehicles under this Standard Agreement.

Part 4: Grantee Approval and Acknowledgment

I hereby certify the request for the revision or amendment requested above. I acknowledge that if revisions are approved, they will be automatically incorporated into our current Standard Agreement. All other provisions of the agreement shall remain unchanged. I also acknowledge that if an amendment is approved, it must be fully executed by both the Grantee and the Department prior to implementation.

Name of Designated Official:

Sage Sangiacomo

Title of Designated Official:

City Manager

Signature of Designated Official:

Date:

October 24, 2024

FOR HCD USE ONLY:

☐ **Amendment** Reviewer Name: _____

☐ **Revision** Reviewer Initials: _____ Reviewed Date: _____

RFB E41054 2025 FORD F-150 LIGHTNING									
BIDS DUE 1/10/2025 2:00 PM									
ITEM DESCRIPTION	QTY	MADERA FORD		AMERICAN CHEVROLET			WINNER CHEVROLET		
		MADERA, CA		MODESTO, CA			SACRAMENTO, CA		
		UNIT	TOTAL	ALTERNATIVE	UNIT	TOTAL	ALTERNATIVE	UNIT	TOTAL
2025 FORD F-150 LIGHTNING-PRO SERIES CREW CAB	1	\$ 55,995.00	\$ 55,995.00	2025 CHEVROLET SILVERADO EV 2WT	\$ 57,102.75	\$ 57,102.75	2024 CHEVROLET SILVERADO EV 3WT	\$ 69,690.00	\$ 69,690.00
SUBTOTAL			\$ 55,995.00			\$ 57,102.75			\$ 69,690.00
TAX			\$ 4,969.56			\$ 5,067.87			\$ 6,184.99
FREIGHT						\$ 300.00			
GRAND TOTAL			\$ 60,964.56			\$ 62,470.62			\$ 75,874.99



City of Ukiah

PAGE 1 OF 1

REQUEST FOR BID

300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482
P: (707) 463-6225

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)

MADERA FORD
MITCH RIEGELHUTH
200 SO MADERA AVE
MADERA, CA 93636
209-756-2943

DATE: 1/2/2025

REQ. NO. E41054

BIDS WILL BE RECEIVED UNTIL
2:00 p.m., January 10, 2025

AT THE OFFICE OF THE PURCHASING MANAGER

411 W CLAY ST. CITY OF UKIAH

BY: Myles Fiset

Email: mfisette@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	2025 FORD F-150 LIGHTNING-PRO SERIES CREW CAB OR EQUIVALENT AS PER ATTACHED EQUIPMENT SPECIFICATION E41054 If offering equal, specify manufacturer and model: <u>2025 Ford Lightning PRO-</u> PLEASE SPECIFY IF VEHICLE IS IN STOCK. PLEASE SPECIFY TIME OF DELIVERY IF VEHICLE IS NOT IN STOCK <u>ORDER UNIT ONLY - NOT IN STOCK.</u>	1	\$ 55,995.
		Tax (8.875 %):	\$ 4,899.56
		Shipping:	INCLUDED
		TOTAL:	60,894.56
		Payment Terms:	N30

SIGNATURE: <u>[Signature]</u>	DATE: <u>1-8-25</u>	LEAD TIME ARO: <u>90-120 DAYS</u>
PRINT NAME: <u>MITCH RIEGELHUTH</u>	PHONE: <u>209-756-2943</u>	EMAIL: <u>MRIEGELHUTH@MADERAFORD.COM</u>

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.



Preview Order 0110 - W1B - 4x4 Pro SuperCrew: Order Summary Time of Preview: 01/07/2025 16:06:35 Receipt: NA

Dealership Name: Madera Ford

Sales Code : F72486

Dealer Rep.	Craig Riegelhuth	Type	Fleet	Vehicle Line	F-150	Order Code	0110
Customer Name	City of Ukiah	Priority Code	C1	Model Year	2025	Price Level	540

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW PRO - 145	\$47780	FRONT LICENSE PLATE BRACKET	\$0
145 INCH WHEELBASE	\$0	CRBN BLK FIXED EXTND RUN BOARD	\$0
TOTAL BASE VEHICLE	\$47780	18" SPARE WHEEL AND TIRE	\$175
OXFORD WHITE	\$0	20" ALLOY DARK CARBONIZED GRAY	\$0
VINYL BUCKETS SEATS	\$0	PRICE CONCESSION INDICATOR	\$0
MEDIUM DARK SLATE	\$0	BACKUP ALARM SYSTEM	\$220
EQUIPMENT GROUP 110A	\$0	ALUMINUM TOOLBOX-BLACK *ACCY	\$1000
.PRO SERIES	\$0	FLEET DRL - REPLACE STD DRL	\$45
ZERO EMISSIONS VEHICLE	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
131KWH EXT BAT-DUAL CHGR	\$6500	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
SINGLE-SPEED TRANSMISSION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
275/60R20 BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
ELECTRIC DRIVE REGULAR AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
8550# GVWR PACKAGE	\$0	PRICED DORA	\$0
CA NEW MTR VEHICLE BOARD FEES	\$0	ADVERTISING ASSESSMENT	\$0
FLEET EV NET INVOICE CREDIT	\$0	DESTINATION & DELIVERY	\$2095

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

MSRP
\$58410
NA
\$58410

Exact Board as shown is Bid cost.

Stump's
madera.

2025 FORD F-150 LIGHTNING-PRO SERIES CREW CAB 145"
WHEELBASE GVWR OVER 8500LBS
TRUCK OR EQUIVALENT

General Specifications

- F150 4X4 SuperCrew 145" (W1B) *OK*
- PAINT - Oxford White (YZ) *OK*
- TRANSMISSION - Single speed (44L) *OK*
- Spare Tire *OK*
- Equipment Group *OK 1104*
Pro Series *OK*
18" Mach Gloss *OK*
Zero Emissions *OK*
- Reverse Sensing System *OK*
- CAB - Supercrew Cab *OK*
- SEATS/UPHOLSTRY - Vinyl bucket seat Med dark Slate (VS) *OK*
- RADIO - AM/FM Stereo, Bluetooth - for cell phone connectivity to vehicle *OK*
audio system
SYNC3
- Aluminum Crossbed toolbox by Weather Guard - Matte Black (model # *OK*
127-52-03)
- Tough Bed – Spray in bed Liner (96W) *OK*
- Day Running lights (942) *OK*
- Dual eMotor- Extended Range Battery (997) *OK*
- **MANUALS - All Service Manuals** *ONLINE ONLY -*

CITY OF UKIAH
EQUIPMENT SPECIFICATION #E41054
FOR ONE (1) NEW 2025 FORD F-150 LIGHTNING-PRO SERIES CREW
CAB 145" WHEELBASE GVWR OVER 8500LBS
TRUCK OR EQUIVALENT

The City of Ukiah invites bids for furnishing one (1) new 2025 Ford F-150 Lightning-Pro Series Crew Cab or equivalent.

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 Myles Fisette at (707) 463-6225 or mfisette@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.

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.

PE259

09/30/24		2025 F-150 LIGHTNING™ SUPERCREW® – PRO SERIES EQUIPMENT GROUP		PROPRIETARY
Series	Option Code	F-150 Pro		
SuperCrew® 4x4 – 5.5' Box	145"	W1B		
Dual eMotor – Standard Battery - 98 kWh Usable Capacity Standard Range Battery	99K	S		
Single-Speed Transmission	44L	S		
Equipment Group	Option Code	Standard 110A		
Free Standing Packages (See Packaged Options/Emissions pages for complete content and restrictions)				
Max Trailer Tow Package ★E-Locker ★Hill Decent Control • Increased Tow Capability • Trailer Brake Controller Note: Requires Pro Power Onboard – 9.6 kW (479) when equipped with Standard Battery (99K) or Extended Range Battery – Single Onboard Charger (997)	53D	O		
Tow Technology Package • Ford Co-Pilot360® 2.0 –360 Degree Camera • Pro Trailer Backup Assist • Pro Trailer Hitch Assist • Trailer Reverse Guidance • Mirrors, Sideview – Manual-folding, Power Glass with Heat, Turn Signal and Black Skull Caps • LED Sideview Mirror Spotlights	17V	O		
Free Standing Options				
Pro Power Onboard – 9.6 kW	479	O		
18" Spare Wheel and Tire	60S	O		
Tailgate Step (incl. Tailgate Work Surface)	63T	O		
Front License Plate Bracket (standard in states where required by law, opt. to all others)	153	O		
Dealer Installed Options (DIO) – Shipped separately from the vehicle for dealer installation				
Ash Cup w/ Lighter		O		
Ash Cup w/ Coin Holder		O		
Bed Cargo Net – Horizontal		O		
Bed Mat – Removable (NA w/ Tonneau Pickup Box Cover – Hard/Retractable (96X/96J))		O		
Bed Tailgate Lock by McGard™		O		
First Aid Kit with Ford Logo		O		
Foldable Pickup Box Bed Extender (NA w/ Tonneau Pickup Box Cover – Retractable (96J) and Aluminum Crossbed Toolbox(90B))		O		
★Front & Rear Molded Splash Guards w/out wheel lip molding		O		
Individual Trailer TPMS/Customer-Placed Trailer Camera (req. Tow Technology Package (17V))		O		
In-Vehicle Safe by Console Vault®		O		
Pivot Storage Box by UnderCover – Right Hand Side (NA w/ Tonneau Pickup Box Cover – Hard/Retractable (96X/96J) or Foldable Pickup Box Bed Extender)		O		
★ Spare Tire Lock Note: Requires 18" Spare Wheel and Tire (60S)		O		
Wheel Lock Kit, Exposed		O		
Wheel Lock Kit, Hidden Lugs		O		
Ford Accessories				
Aluminum Crossbed Toolbox by Weather Guard – Matte Black (model # 127-52-03) (NA with Tonneau Pickup Box Cover Hard, Soft or Retractable (96X/96T/96J))	90B	O		
Aluminum Crossbed Toolbox by Weather Guard – Bright (model # 127-0-03) (NA with Tonneau Pickup Box Cover Hard, Soft or Retractable (96X/96T/96J))	90P	O		
Bedliner – Tough Bed® spray-in	96W	O		
Tonneau Pickup Box Cover – Hard Folding (NA with Aluminum Crossbed Storage Toolbox by Weather Guard (90B/90P))	96X	O		
Tonneau Pickup Box Cover – Soft Folding (NA with Aluminum Crossbed Storage Toolbox by Weather Guard (90B/90P))	96T	O		
Tonneau Pickup Box Cover – Retractable (NA with Aluminum Crossbed Storage Toolbox by Weather Guard (90B/90P))	96J	O		
★ = New for this model year I = Included in Equipment Group, S = Standard, O = Optional P = Packaged Option, F = Fleet Only				

★ = New for this model year

I = Included in Equipment Group, S = Standard, O = Optional,
P = Packaged Option, F = Fleet Only Option

09/30/24

**2025 F-150 LIGHTNING™
SUPERCREW® – PRO SERIES
EQUIPMENT GROUP**

PROPRIETARY

Equipment Group	Option Code	Standard 110A
Charging Equipment		
Fleet Only Options (req. Valid FIN Code)		
Back-up Alarm System	85H	F
Carbon Black Fixed Extended Running Board BLBAC	18D	F
Daytime Running Lamps (DRL) (when selected with Power Equipment Group (85A), the non-controllable Daytime Running Lamps (DRL) (942) replace Daytime Running Lamps (DRL) (On/Off Cluster Controllable))	942	F
Dual eMotor – Extended Range Battery (See charging equipment) – Single Onboard Charging – Level 2 Peak Charging Rate of 11.5KW – 131 kWh Usable Capacity Extended Range Battery	997	F
Dual eMotor – Extended Range Battery (See charging equipment) – Dual Onboard Charging – Level 2 Peak Charging Rate of 19.2kW – 131 kWh Usable Capacity Extended Range Battery Note: Requires Max Trailer Tow Package (53D) when equipped with Pro Power Onboard – 9.6 kW (479) Note: Requires Pro Power Onboard – 9.6 kW (479) when equipped with Max Trailer Tow Package (53D) Note: Includes 20" Alloy Dark Carbonized Gray wheels and 20" All-season (A/S) tires Note: Includes Carbon Black Fixed Extended Running Board	99M	F
LED Warning Beacons by Sound Off Signal – Red/Blue strobe color, (includes center high-mounted stop light bar and (2) roof mounted beacons that provide 360 degree visibility) Note: Requires Pro SSV (Special Service Vehicle) Package(66S)	94R	F
LED Warning Beacons by Sound Off Signal – Amber strobe color (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility)	94S	F
LED Warning Beacons by Sound Off Signal – Amber/White strobe color, (includes center high-mounted stop light bar and (2) roof mounted beacons that provide 360 degree visibility.	94W	F
Smart Acceleration Truncation	181	F
Speed Limitation – 65 MPH governed top speed	41Z	F
Speed Limitation – 70 MPH governed top speed	41Y	F
Speed Limitation – 75 MPH governed top speed	41X	F
Pro SSV (Special Service Vehicle) Package	66S	F
Charging Equipment		
Mobile Power Cord (120V/240V)	66A	O

★ = New for this model year

I = Included in Equipment Group, S = Standard, O = Optional,
P = Packaged Option, F = Fleet Only Option

Ford Division

08/26/24

**2025 F-150 LIGHTNING™
SUPERCREW®**

PROPRIETARY

COLOR & TRIM AVAILABILITY

KEY INTERIOR ENVIRONMENT COLOR(S) (See below for Seat Color(s))		Medium Dark Slate VS	Black
PRO	• Vinyl Bucket Front Seats, 2-Way Manual driver/passenger with flow-through console and floor shifter • Police-grade Heavy-Duty Cloth 40/console/40 with Reduced Bolsters, 8-Way Power Driver/Manual Passenger – Pro SSV Pkg (66S) only	ES	
XL	• Cloth Front Seats w/ Gauge Bolster, 8-Way Power Driver w/ Power Lumbar/Manual Passenger Lumbar	US	
Flash™	• ActiveX® Trimmed, 10-Way Power Driver, Multi-Adjustable Power Front Passenger (Power Lumbar Driver/Passenger)	3S	
LARIAT	• ActiveX® Trimmed – 10-Way Power Driver w/ Memory, Multi-Adjustable Power Front Passenger (Power Lumbar Driver/Passenger), Heated/Ventilated Front Seats		1B
PLATINUM	• Premium Nirvana Leather Seating Surface Bucket Front Seats w/ Black Tuxedo Stripes, Multicontour w/ Active Motion®, Heated/Ventilated, 10-Way Power Driver w/ Memory and Multi-Adjustable Power Front Passenger Seat (Power Lumbar Driver/Passenger)		9B
EXTERIOR COLOR		Availability	
PRO		Medium Dark Slate	Black
SEAT COLOR			
Agate Black Metallic	UM	*	*
Antimatter Blue Metallic	HX	*	*
Carbonized Gray Metallic	M7	*	*
Iconic Silver Metallic	JS	*	*
Oxford White	YZ	*	*
Rapid Red Metallic Tinted Clearcoat¹	D4	*	*
XL/FLASH™		Medium Dark Slate	
SEAT COLOR			
Agate Black Metallic	UM	*	*
Antimatter Blue Metallic	HX	*	*
Carbonized Gray Metallic	M7	*	*
Iconic Silver Metallic	JS	*	*
Oxford White	YZ	*	*
Rapid Red Metallic Tinted Clearcoat¹	D4	*	*
LARIAT			Black/ Medium Dark Slate
SEAT COLOR			
Agate Black Metallic	UM	*	*
Antimatter Blue Metallic	HX	*	*
Carbonized Gray Metallic	M7	*	*
Iconic Silver Metallic	JS	*	*
Oxford White	YZ	*	*
Rapid Red Metallic Tinted Clearcoat¹	D4	*	*
Star White Metallic Tri-Coat¹	AZ	*	*
PLATINUM			Space Gray
SEAT COLOR			
Agate Black Metallic	UM	*	*
Antimatter Blue Metallic	HX	*	*
Carbonized Gray Metallic	M7	*	*
Iconic Silver Metallic	JS	*	*
Rapid Red Metallic Tinted Clearcoat¹	D4	*	*
Star White Metallic Tri-Coat¹	AZ	*	*

¹ Extra Charge Paint

* = New for this model year

* = Available

Ford Division



AGENDA SUMMARY REPORT

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

DEPARTMENT: Public Works

PREPARED BY: Myles Fisette, Purchasing Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Original Agreement
2. Amendment 8

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

Background: The City of Ukiah's Wastewater Treatment plants treats and processes approximately 1,700 tons of biosolids annually. Biosolids produced at the Wastewater Treatment Plant are treated to meet Class "B" requirements per EPA 40 CFR, 503. Biosolids are dewatered on a belt filter press with solids content 18% or greater. The biosolid hauling services consist of leaving a trailer or drop box at the treatment plant to allow loading at Staff's convenience. When the container is full, the contractor is called to remove and route the biosolids to an accepted, pre-approved disposal site.

Discussion: On December 16, 2015, Council approved a two-year contract with Ukiah Waste Solutions for the removal of biosolids. Please see Attachment 1 for a copy of the contract. Since the original expiration of this contract an amendment has been created annually to adjust the price per ton and extend the agreement. Staff is requesting approval to amend the existing contract for one additional year, increasing the cost from \$86.82 to \$92.24 per ton. Please see Attachment 2 for a copy of the proposed Amendment 8.

There is currently a construction project at the Wastewater Treatment Plant to replace the existing dewatering system with a new system. This new system is the start of the process to reclassify the solid waste byproduct. This will lead to a change in this contract, however the timing of that is not certain.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84027225.52100: \$223,774.09

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 1516143

COORDINATED WITH: Tim Eriksen, Director of Public Works

STRATEGIC PLAN (SP):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): A5 - Environment and Sustainability Element

Approved: 
Sage Sangiacomo, City Manager

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

SUBMIT DUPLICATE INVOICES
TO: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482
ACCTS. PAYABLE: (707) 463-6230
PURCH. DEPT: (707) 463-6233
PURCH. FAX: (707) 463-6234

CONTRACT NO. 1516143

PAGE 1 OF 1

DATE: 12/30/15

VENDOR:

UKIAH WASTE SOLUTIONS
PO Box 60
Ukiah, CA 95482

SHIP TO:

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

FOB: Ukiah

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

Attachments listed below are included as part of the contract.

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

Attachments: Terms & Conditions
BID DOCS

APPROVED BY:**ACCEPTED BY:**

MARY HORGER, PURCHASING SUPERVISOR

BRUCE MCCRACKEN, V.P., UKIAH WASTE SOLUTIONS

12/30/13

DATE

12/30/15

DATE

VENDOR'S COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR BID

BIOSOLIDS REMOVAL
CITY OF UKIAH WASTEWATER TREATMENT FACILITY
December 2015

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

INSURANCE

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

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

LICENSE REQUIREMENTS

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

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

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

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

SPECIFICATIONS:

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

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

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

BIOSOLIDS REMOVAL PROPOSAL

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

Contract will be awarded to the overall lowest bidder.

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

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

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

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

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

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

Signed and accepted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Contractor Ukiah Waste Solutions, Inc.

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

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

By: [Signature] Date 12/8/2015

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

Title

REQUIRED DATAWORK PERFORMANCE

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

PERFORMEDWORK

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

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

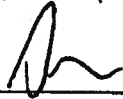
CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for:

BIOSOLIDS REMOVAL

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

Ukiah Waste Solutions, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Bruce McCracken Vice-President

Please Print (Name & Title of Authorized Representative)

12/8/2015

Date

707-234-6400

Phone Number



Already on file with
City.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

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

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

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

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

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

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

VII. **Subcontractors**

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

If you have questions regarding our insurance requirements contact:

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

CITY OF UKIAH
AMENDMENT NO. 8
TO
CONTRACT 1516143
BETWEEN
UKIAH WASTE SOLUTIONS and THE CITY OF UKIAH

This Amendment No. 8 entered on February 5, 2025, revises the Contract for Biosolid removal dated March 30, 2015 between the City of Ukiah and Ukiah Waste Solutions, as follows.

1. Contract price: Unit price will be revised from \$86.82 per ton to \$92.24 per ton.
2. Contract Term: Contract term has been extended to December 31, 2025.

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

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

UKIAH WASTE SOLUTIONS

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____

DATE: _____

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____

DATE: _____

KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Ordinance Amending the City Code Provisions Regarding Enforcement of Business License Regulations.

DEPARTMENT: Community Development

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Business License Enforcement Authority Ordinance

Summary: Council will consider adoption of an Ordinance amending Article 6 in Division 2, Chapter 1 of the Ukiah City Code to allow the Director of Finance to delegate enforcement authority for the City's business license regulations to the Chief Code Enforcement Official, in addition to the Chief of Police.

Background: Division 2, Chapter 1 of the City Code sets forth requirements and regulations for businesses operating in the City of Ukiah to obtain and renew business licenses. The vast majority of these provisions were adopted in 1961 and few have been updated since their adoption. Prudent management practices require a periodic review of these provisions to consider potentially beneficial additions, amendments, or deletions of provisions as may be deemed necessary. As part of the larger review of these provisions undertaken by the Community Development Department, Staff determined that while enforcement authority over the business license requirements and regulations is properly given to the Director of Finance, as business licenses are deemed a tax by case law, the Code Enforcement Division of the Community Development Department may be better equipped to efficiently enforce these provisions as part of their general code enforcement authority.

Article 6 of Division 2, Chapter 1, which contains the enforcement provisions for business licenses, currently authorizes the Director of Finance to delegate enforcement authority only to the Chief of Police and states that assistants of the Director, including police officers, may conduct inspections of businesses to determine whether a place of business is operating with a current and valid business license. Staff recommends that these provisions be amended via ordinance ("Ordinance") to allow the Director of Finance to delegate enforcement authority to the Chief Code Enforcement Official and to authorize code enforcement officers to conduct business license inspections.

On January 15, 2025, Staff presented a proposed ordinance (Attachment 1) to Council. Council discussed the proposed ordinance and by unanimous vote, approved the introduction of the Ordinance. No changes to the Ordinance were suggested.

Discussion: The Ordinance, attached hereto as Attachment 1, amends Section 2170 of the City Code to state that the Director of Finance has the duty to enforce all provisions of Division 2, Chapter 1 regarding business license regulations, and that the Chief Code Enforcement Official, in addition to the Chief of Police, are directed to assist the Director in enforcement as may be required. This Section is also amended to state that every staff member in the Code Enforcement Division of the Community Development Department is appointed an Assistant License Inspector and directed to assist the Director of Finance in the enforcement of Division 2, Chapter 1.

In addition, the Ordinance amends Section 2171 of the City Code to state that code enforcement officers are authorized to act as assistants of the Director of Finance in fulfilling his duty to examine each business to confirm compliance with the business license requirements and regulations.

Staff recommends Council adopt the Ordinance amending the City Code provisions regarding enforcement of business license regulations. If adopted, the Ordinance would become effective March 4, 2025.

Recommended Action: Adopt an Ordinance amending the City Code provisions regarding enforcement of business license regulations.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: N/A **GRANT:** N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director; Matt Keizer, Chief Code Enforcement Officer; Dan Buffalo, Director of Finance

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): Policy LU-14.1 Code Enforcement

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 1251**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 6, CHAPTER 1, DIVISION 2 OF THE CITY CODE TO DELEGATE AUTHORITY TO THE CITY'S CODE ENFORCEMENT DEPARTMENT TO ENFORCE VIOLATIONS OF THE CITY'S BUSINESS LICENSE REGULATIONS.**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Article 6 in Division 2, Chapter 1 of the Ukiah City Code is hereby amended to read as follows:

§ 2170 DIRECTOR OF FINANCE AS ENFORCING AUTHORITY

It shall be the duty of the Director of Finance, and he/she is hereby directed to enforce each and all of the provisions of this Chapter. The Chief of Police and Chief Code Enforcement Official are hereby directed to render such assistance in the enforcement hereof as may from time to time be required by the Director of Finance. Every member of the Police Department and Code Enforcement Division of the Community Development Department are hereby appointed an Assistant License Inspector and directed to assist the Director of Finance in the enforcement of this Chapter.

§2171 DUTY TO EXAMINE EACH BUSINESS

It shall be the duty of the Director of Finance, acting through his deputies and assistants, to examine each business to determine that this Chapter is being complied with. He or she and any of his or her deputies and assistants, including police officers and code enforcement officers, may enter any business free of charge and demand exhibition of the business license. Refusal of any person to so exhibit such license shall be a misdemeanor.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.
3. Severability: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Introduced by title only on January 15, 2025, by the following roll call vote:

AYES: Rodin, Criss, Orozco, Sher, and Mayor Crane.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Adopted on , 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Amended Scope of Work in Pioneer Law Group Retainer Agreement and Approve Corresponding Budget Amendment.

DEPARTMENT: City Attorney

PREPARED BY: David Rapport, City Attorney

PRESENTER: David Rapport, City Attorney

ATTACHMENTS:

1. Engagement Letter - Second Amendment

Summary: Council will consider amending the retainer agreement with the Pioneer Law Group to update the existing scope of services to include assistance with the City's proposed annexation/LAFCo application, and approval of corresponding budget amendment.

Background: The Pioneer Law Group ("PLG"), which specializes in environmental law with an emphasis on the California Environmental Quality Act ("CEQA"), was originally retained on June 4, 2020, to review the proposed final Environmental Impact Report ("EIR") for the plan to close the former Ukiah Landfill before the City Council's meeting to consider approval of the EIR. The City Council certified the EIR on August 5, 2020, and on September 8, 2020, Vichy Springs Resort and two other organizations ("Petitioners") filed suit to challenge the EIR. On September 16, 2020, Council approved an amendment to the scope of work under the PLG retainer agreement to include legal representation in defense of the City Council's EIR certification, which was successfully upheld in both the superior court and the court of appeals.

In 2022, as part of the City of Ukiah's 2040 General Plan (UKGP), the City facilitated a concurrent Municipal Service Review (MSR) and Sphere of Influence (SOI) update with Mendocino LAFCo. These efforts were intended to identify opportunities for greater cooperation among service providers and to outline a vision for the City's growth and its role in the greater Ukiah Valley.

Since then, the City has made significant progress in advancing this vision, including:

- Negotiating a Master Tax Share Agreement with the County of Mendocino;
- Spearheading the creation of the Ukiah Valley Water Authority (UVWA), a consolidated water management organization unifying the City of Ukiah, Millview County Water District, Redwood Valley County Water District, and Willow County Water District;
- Annexing over 1,241 acres through the Western Hills Annexation Request (A_2022-02) and the City-Owned Property Annexation Request (A_2021-01).

Currently, the City of Ukiah is preparing to engage stakeholders and submit a comprehensive application to Mendocino LAFCo titled "Ukiah Valley Reorganization." This application aims to annex and reorganize unincorporated parcels within the City's Sphere of Influence (Attachment 1) to ensure the efficient and sustainable delivery of services and utilities.

A comprehensive approach to this reorganization offers several advantages, including:

- Improved efficiencies in professional services such as surveying, environmental review, and obligations under the Master Tax Share Agreement.
- Alignment with the upcoming housing element cycle, enabling the City and County to collaboratively address this critical update.

Compliance with CEQA is an important part of the annexation process. To assist the City Attorney with the application to LAFCo, the City Attorney recommends obtaining additional legal services from a specialist in environmental law and CEQA.

Discussion: PLG's scope of work was originally limited to advising the City Attorney and City Council prior to the City Council's hearing on adoption of the EIR. It was amended to include representing the City in the lawsuit filed to overturn the EIR certified by the City Council. This new amendment will allow PLG to provide its specialized legal services throughout the environmental review process required by CEQA in connection with the proposed annexation application. PLG attorneys will report to the City Attorney or any other representative whom the City Manager or City Attorney designates as appropriate. As demonstrated by its success in defending the EIR certified for the landfill closure and post-closure maintenance plan and by the quality of its work, Andrea Matarazzo, the partner in the firm assigned to represent the City, is a highly qualified specialist in environmental law and CEQA.

Council is therefore being asked to approve the second amended scope of work in the Pioneer Law Group retainer agreement (Attachment 1).

A budget amendment is required to appropriate funds for this contract. Estimated costs are \$50,000 and will be accounted for in the City's Administration Support budget.

Recommended Action: Approve and authorize City Manager to sign Engagement Letter Amendment 2, with the Pioneer Law Group, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20012200.52304: \$0

PROPOSED BUDGET AMOUNT: 20012200.52304: \$50,000

FINANCING SOURCE: Cost Allocation

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1920-260-A1

COORDINATED WITH: Jesse Davis, Chief Planning Manager.

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): **SP 3A** - Review and revise land use planning documents to be reflective of the long-term vision for the community.

Approved: 
Sage Sangiacomo, City Manager



Andrea A. Matarazzo

Partner

andrea@pioneerlawgroup.net

direct: (916) 287-9502

January 13, 2025

Via Electronic Mail
drapport@cityofukiah.com

David J. Rapport, City Attorney
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Re: Engagement Letter - Amendment II
File No.: 5364.006

Dear Dave:

Pioneer Law Group, LLP ("PLG") is very pleased to continue to provide legal services to the City of Ukiah ("City") in environmental matters with a focus on the California Environmental Quality Act ("CEQA"). Specifically, this letter updates the existing scope of services to include PLG's assistance with the City's proposed annexation/LAFCo application.

Pursuant to our discussions, PLG will serve as co-counsel to the City Attorney, and our attorneys will report to the City Attorney or any other representative whom the City designates as appropriate. PLG's legal services will be provided on an hourly basis as directed by the City.

All invoices shall be provided monthly to the City's designated representative, with an electronic copy to the City Attorney. Invoices will provide an accounting of attorney time for the month's tasks as well as any costs incurred. Our current public agency billing rates for legal personnel range from \$195 per hour for paralegals to \$490 per hour for partners. These rates are adjusted effective as of January 1 of each year. All work assignments will be made, where possible, in a way that maximizes our legal effectiveness and time efficiency and minimizes your legal expenses. Our goal is to provide quality legal services in a cost-effective fashion.

If you have any questions concerning a billing statement, we will be pleased to discuss them with you. We will also provide any additional explanation of our work that may be required. It is essential that you promptly

2 Engagement Letter Amendment I

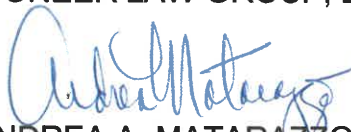
advise us if you do have questions or concerns regarding the billings so that we may resolve them as quickly as possible.

Although we have set forth the terms of our representation in the form of a letter, you should understand that the Agreement set forth in this letter is a binding legal contract. If the Agreement meets with your approval, please sign and mail or email a copy back to this office.

Thank you very much for having engaged this firm to provide legal services. We appreciate the opportunity to continue to work with you.

Very truly yours,

PIONEER LAW GROUP, LLP



ANDREA A. MATARAZZO

AAM:lr
Enclosure

ACCEPTANCE AND APPROVAL

The undersigned has reviewed and understands the foregoing terms and conditions and agrees to them as of the date indicated below.

Dated: _____

By: _____

Name: _____

Title: _____

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of engagement of Pioneer Law Group, LLP, as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. We therefore ask that you review this statement carefully and contact us promptly if you have any questions. You should retain this statement in your file.

Scope of Services

You should have a clear understanding of the legal services we will provide. Any questions you have should be promptly addressed. We will at all times act on your behalf and to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not promises or guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Pioneer Law Group, LLP does not provide advice pertaining to tax matters or tax planning.

Identification of Potential Conflicts

Our firm represents a broad base of clients on a variety of legal matters. Before we begin work for you on a matter, we will conduct a review of our records based on your name and the names of related parties that you supply us to confirm that we have not identified a conflicting interest. Please advise us immediately if there are changes in, or additions to, those names in the future.

Your Legal Professionals

A partner will be your principal attorney contact and will be responsible for seeing that your legal needs are met and for supervising all legal work that we undertake on your behalf. Subject to the supervisory role of the principal attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

Fees, Costs, and Expenses

Our fees are ordinarily determined based on the time spent, valued at our hourly rates, based on the experience and expertise of the lawyers or legal assistants performing the work and the fees customarily charged in the community for similar services. We will keep records of the time we devote to your work, including conferences (in person and via telephone or similar means), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We typically incur, on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by courts or other government agencies and service vendors, as well as clerical charges. Typical of such costs are messenger, courier, express delivery charges and certain other postage, printing and reproduction costs, filing fees, transcript costs, travel expenses, charges made by outside experts and consultants, and computerized research charges. All such costs and expenses will be charged to the client as follows:

Whenever such costs are incurred in excess of one hundred dollars (\$100), the firm reserves the right to request payment in advance, or where practicable, we will promptly forward to you the invoices for those costs for your payment directly to the vendor or provider.

If necessary, Pioneer Law Group, LLP may advance payment of costs incurred on your behalf, and will carefully itemize and bill these costs to you for reimbursement. We do not advance payment for costs in excess of three hundred dollars (\$300.00). Invoices for costs that exceed three hundred dollars

(\$300.00) will be promptly forwarded to you for payment directly to the vendor or provider.

Deposits, Retainers and Trust Agreements

New clients of Pioneer Law Group, LLP are requested to make an initial trust deposit, sometimes referred to as a retainer, with the firm. The initial trust deposit is charged for fees and costs as our legal services are provided. Regular statements will be furnished to you regarding application of the deposit. If the initial deposit provides insufficient funds to cover current expenses and fees, additional deposits may be required. At the conclusion of our legal representation, any remaining balance of the deposit or an appropriate part of it will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits also will be placed into the pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation established by the state. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to your matter will be retained. Your termination of our services will not alter your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

Errors and Omissions Insurance

This law firm maintains errors and omissions insurance coverage applicable to professional services in compliance with applicable requirements of the State Bar Association.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and costs. You agree to make payment within thirty (30) days of receiving our statement.

Unpaid fees and costs accrue interest at the rate (non-compounded) of 0.833 percent per month (10% per annum) from the beginning of the month in which they become overdue. (Where fees and costs are regularly paid out of a trust deposit, no interest will be charged).

We will provide notice if your account becomes delinquent. You agree to bring the account or the retainer deposit current. If the delinquency continues for more than 60 days after receipt of this firm's statement, we shall have the right to discontinue rendering further services to you until the amount of such billing and interest thereon is paid in full. We may withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

File Retention

Unless you authorize us to release the file (including your papers and property) in this matter to you or to destroy it sooner, your file shall be retained by this firm for the five years following the date the matter is closed (unless our client in this matter is a minor, in which case the file shall be retained for five years past the closing date or until our client reaches majority, whichever is longer). Following the retention of your file for this period of time, we will notify you of our intention to destroy the file unless we receive instructions from you to forward the file to you. We will, of course, see that any destruction of the file is accomplished by suitable means, to assure against the disclosure of any confidential information contained in the file.

Your Right to Arbitrate

If you disagree with the amount of our fee, please bring your question immediately to the attention of your principal attorney contact or the firm's chief financial officer. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration in accordance with the guidelines and standards adopted by the State Bar Association and pursuant to state law.

Communication

We welcome and appreciate open and direct communication. We know it is essential for a successful attorney-client relationship. If you have any questions about these terms and conditions or our service, please speak with your principal attorney contact or any member of your Pioneer Law Group, LLP team.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for AFM Environmental, Inc. for Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, and Approve Final Payment of the 5% Retention to AFM Environmental, Inc.

DEPARTMENT: Community Development

PREPARED BY: Myles Fisette, Purchasing Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Awarding ASR
2. Spec 24-06 - Hazardous Material Removal Demolition at 501 South State Street
3. AFM Environmental Haz Mat Removal Bid
4. Notice of Completion

Summary: Council will consider approving the Notice of Completion for AFM Environmental, Inc. for Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, and approve final payment of the 5% Retention to AFM Environmental, Inc.

Background: In 2020, the City acquired the property located at 501 S. State Street with the intention of utilizing it as a centralized location for providing municipal services. In May 2021, a contract was awarded to The KPA Group to develop plans and specifications for barrier removal at the site, a task that was completed in October 2021. A State Community Development Block Grant (CDBG) in the amount of \$50,000 was applied for and awarded to the City to complete this portion of the project. Following this, in January 2023, The KPA Group was awarded a contract for Phase 2 Design services. These services included project management coordination, schematic design, design development, construction documents, and bidding services. The design work for this phase was completed, and the project was set to move into its first stage of construction, which involved the demolition and removal of hazardous materials from the building.

In August 2024, Council awarded a contract for the removal of hazardous materials at 501 South State Street to AFM Environmental Incorporated for the amount of \$145,000. Please refer to Attachment 1 for a copy of the Agenda Summary Report, Attachment 2 for a copy of the specification, and Attachment 3 for a copy of the bid.

Following the Council award of the contract, Staff released a Notice of Award to the contractor on August 9, 2024. Once all the proper documentation was received, and the contract fully executed, a Notice to Proceed was issued on September 11, 2024. The on-site construction work began on September 25, 2024. The final project completion took place on October 31, 2024.

Discussion: To complete the project, a Notice of Completion (Attachment 4) is required to be approved by Council. Final payment of the retention will be made to the contractor 35 days after the date of the Notice of Completion is filed with the County Recorder.

Staff recommends Council approve the Notice of Completion for AFM Environmental, Inc. for hazardous material removal demolition at 501 South State Street, Specification No. 24-06, and approve final payment of the 5% Retention to AFM Environmental, Inc.

Recommended Action: Approve the Notice of Completion AFM Environmental, Inc. for Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, and approve final payment of the 5% Retention to AFM Environmental, Inc.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 20824700.80220.18176: \$1,377,679

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2020A Lease Revenue Bond

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager; Matt Keizer, Chief Building Official

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration of an Award of Contract for the Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, to AFM Environmental Incorporated for the Amount of \$145,000.

DEPARTMENT: Community Development

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Spec 24-06 - Hazardous Material Removal Demolition at 501 South State Street with Addendum 1
2. Bid Results - Spec 24-06 - Haz Mat Removal Demo at 501 S State St (1) (1)
3. Bid from AFM Environmental - Spec 24-06 Haz Mat Removal Demo at 501 S State St (1)

Summary: Council will consider awarding a contract for the Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, to AFM Environmental Incorporated for the amount of \$145,000.

Background: In 2020, the City acquired the property located at 501 S. State Street with the intention of utilizing it as a centralized location for providing municipal services. In May 2021, a contract was awarded to The KPA Group to develop plans and specifications for barrier removal at the site, a task that was successfully completed in October 2021. A State Community Development Block Grant in the amount of \$50,000 was applied for and awarded to the City to complete this portion of the project. Following this, in January 2023, The KPA Group was awarded a contract for Phase 2 Design services. These services included project management coordination, schematic design, design development, construction documents, and bidding services. The design work for this phase has now been completed, and the project is set to move into its first stage of construction, which involves the demolition and removal of hazardous materials from the building.

Discussion: The project bidding process began with the release of the Request for Bid Specifications on July 3, 2024. The bid notice was distributed to the Builder's Exchanges, as well as contractors on the Qualified Bidder's list and posted to Bidnet Direct. The detailed bid specifications, provided in Attachment 1, outlined the project requirements for potential contractors. A mandatory pre-bid meeting was held on July 17, 2024, to ensure that all prospective bidders had a clear understanding of the project scope and expectations.

By the submission deadline of 2 p.m. on July 30, 2024, five contractors had submitted their bids. The bid tabulation, included in Attachment 2, presents a comparison of the bids received. After a careful review, AFM Environmental Incorporated was identified as the lowest responsive and responsible bidder, offering a competitive bid in the amount of \$145,000. A copy of their bid submission is also included in Attachment 3.

Staff recommends awarding the contract to AFM Environmental Incorporated for the amount of \$145,000. Funds were budgeted and are available in account 20824700.80220.18176.

Recommended Action: Award the contract for the Hazardous Material Demolition at 501 South State Street, Specification No. 24-06, to AFM Environmental Incorporated for the amount of \$145,000.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20824700.80220.18176: \$1,377,679

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Series 2020A Lease Revenue Bond

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Matt Keizer, Chief Building Official

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET
SPECIFICATION NO. 24-06

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

MANDATORY PRE-BID MEETING
1 p.m., July 17, 2024
501 South State Street
Ukiah, California 95482

Bids Open: Tuesday, July 30, 2024
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JOSEFINA DUENAS - MAYOR
DOUGLAS CRANE – VICE-MAYOR
JUAN OROZCO – COUNCIL MEMBER
MARI RODIN– COUNCIL MEMBER
SUSAN SHER – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITY DEVELOPMENT
JULY 2024

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR
HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET
SPECIFICATION NO. 24-06

NOTICE IS HEREBY GIVEN that sealed standard proposals for HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET 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, July 30, 2024. Bids shall be addressed to the City Clerk and shall be endorsed "HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET". 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

Item No.	Description	Quantity	Unit of Measure
1.	All equipment, labor, and materials to perform demolition work to remove hazardous materials at 501 South State Street.	1	Lump Sum

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 Mary Horger, Financial Services Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

A mandatory pre-bid conference will be held at 1 p.m., July 17, 2024, at the project site located at 501 South State Street, Ukiah, 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.

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 B General Building Contractor with a Class C22 Asbestos Abatement license; or a Class B General Building Contractor with a Class C22 Asbestos Subcontractor; or a Class C22 Asbestos Abatement 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: 7/2/24 
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONCE: July 9, 2024

INSTRUCTIONS TO BIDDERS

HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET 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 day's delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 1 p.m., July 17, 2024, at the project site located at 501 South State Street, Ukiah, 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.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request. 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:

Mary Horger, Financial Services Manager
Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at 501 South State Street, Ukiah California, 95482.

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.

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. With respect to General Liability, Errors & Omissions and Pollution and/or Asbestos Pollution Liability coverage should be maintained for a minimum of five (5) years after contract completion.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto) or Code 8, 9 if no owned autos.
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions.

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. Insurance must be written on an occurrence basis.
3. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
4. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions: \$1,000,000 each occurrence/\$2,000,000 policy aggregate.

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. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
7. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a Claims Made form:
 - a. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the City for review.

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 on 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 benchmarks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and benchmarks 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 on 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.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

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

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

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

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

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract

provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and 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 banker's 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 of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure

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 City. 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 City 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 City 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. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of all equipment, labor and materials for the selective demolition of various types of asbestos-containing building materials at 501 South State Street in Ukiah, California.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

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	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2018, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

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

Department of Transportation - The City Council.

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

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. 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 work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. 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.

12-10. 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 or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

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. Water and electrical services will be provided by the owner. Sewer will not be provided by the owner. It is the Contractor's sole responsibility to arrange for a portable toilet on site.

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 construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Project Understanding. The City of Ukiah has acquired the building at 501 S. State Street which was previously utilized as a Bank of America financial center. The City has designed and permitted improvements to this building for use as a future City facility. The future project will be constructed after completion of this hazardous material removal project, which entails the successful removal of all known existing and suspected hazardous building materials. Hazardous materials assessments were completed in 2010 and 2012 by Bank of America before ownership by the City. Through multiple assessments, asbestos-containing building material (ACBM) has been tested for and confirmed present. These assessments document existing ACBM material types and locations throughout the facility. Reports of findings are provided as part of this Scope of Work. Final desired state of building after hazardous material demolition is identified in the provided drawings sheets ADH101 and ADH111. These drawing sheets supplement the overall design for the future City facility and work to identify of locations for demolition along with the scope of work.

13-02. Scope of Work. In this selective demolition project, various types of ACBM will be safely and systematically removed from designated areas within the building. Abatement procedures will adhere to Federal and California laws, codes, and standard practices and safety protocols, including those identified by but not limited to:

- California Health & Safety Code
- California Code of Regulations
- California Air Resources Board
- Environmental Protection Agency
- City of Ukiah Building Department

The scope of work is summarized as follows:

- A. Contractor to remove and properly dispose of:
- Wall materials containing ACBM
 - ACBM vinyl floor tile and mastic
 - Ceramic floor tile, ACBM grout, adhesive, and underlayment
 - Ceramic wall tile, ACBM grout, adhesive, and underlayment
 - Carpet, adhesive, and ACBM floor leveler
 - FRP wallcoverings to access ACBM as required/noted
 - Lighting and HVAC fixtures to access ACBM as required/noted
 - Floor-mounted water heater to access ACBM as required/noted
 - Furniture and Equipment to access ACBM as required/noted
 - Wallpaper to access ACBM as required/noted
- B. During the abatement process, the contractor will identify other suspected ACBM not noted in the provided hazardous material assessment reports, the set of drawings prepared for the renovation project or anticipated by their creation. These suspected hazardous materials are to be left undisturbed while The City of Ukiah is immediately notified of their presence. Further abatement work may be defined based on these in-field findings.
- C. Locations of required removal and proper disposal of wall or ceiling materials containing ACBM include but are not limited to:
- | | |
|-------------------|------------------------|
| a. Elevator Shaft | g. Room 106 |
| b. Stair S1-2 | h. Vacant Area 107A |
| c. Open Area 100 | i. Conference Room 113 |
| d. Office 103 | j. Office 202 |
| e. Work Area 104 | k. Office 203 |
| f. Room 105 | l. Break Room 204 |

- m. Room 206
 - n. Women's Toilet 207
 - o. Men's Toilet 208
 - p. Mech Room 210
- D. Locations of required removal and proper disposal of vinyl floor tile and mastic containing ACBM include but are not limited to:
 - a. Stair S2-2
 - b. Open Area 100
 - c. Office 103
 - d. Room 105
 - e. Room 106
 - f. Hallway 107b
 - g. Vault 109
 - h. Vestibule 111
 - i. Booth 112
 - j. Hallway 200
 - k. Record 201
 - l. Office 202
- E. Locations of required removal and proper disposal of ceramic floor or wall tile, grout, adhesive and underlayment containing ACBM include but are not limited to:
 - a. Open Area 100
 - b. Vestibule 110
 - c. Women's Toilet 207
 - d. Men's Toilet 208
- F. Locations of required removal and proper disposal of carpet, adhesive and ACBM floor leveler grout include but are not limited to:
 - a. Open Area 100
 - b. Office 103
 - c. Vacant Area 107A
- G. Locations of required selective removal of FRP wall coverings to access ACBM include but are not limited to:
 - a. Office 203
- H. Locations of required removal of floor-mounted water heater to access ACBM for abatement include but are not limited to:
 - a. Mech Room 210
- I. Locations of required removal of furniture and equipment to access and dispose of ACBM include but are not limited to:
 - a. Room 105
 - b. Room 106
 - c. Booth 112
 - d. Office 203
- J. Locations of required removal of wallpaper to access and dispose of ACBM include but are not limited to:
 - a. Room 105
 - b. Room 106
- K. Contractor to provide the following:
 - a. Review of existing Reports – Existing 2010 and 2012 hazardous materials reports on existing building shall be reviewed.
 - b. Review of Existing Drawings – Existing 2023 construction documents to be reviewed for understanding of final future construction project and understanding of demolition work to be completed as part of this project and outlined on sheets ADH101 and ADH111.

- c. Site Assessment – Site shall be assessed for building familiarity and recommendations given for any additional locations of ACBM removal.
- d. Work Plan Development – Work Plan shall be developed to include abatement procedures and methods.
- e. Worker Training – All workers involved in demolition and disposal of ACBM shall be properly trained.
- f. Asbestos Removal – ACBM to be removed from the building according to the scope of work.
- g. Waste Disposal – Waste to be properly disposed of in accordance with governing codes and regulations.
- h. Reporting – All required abatement reports to be submitted to regulatory authorities and copied to the City of Ukiah as required to comply with standard professional abatement procedures.
- i. Project Schedule – Project Schedule to be defined and shared with the City of Ukiah identifying abatement days and timelines.
- j. Health and Safety Measures – Proper health and safety measures to be followed throughout abatement, removal, and disposal of ACBM.
- k. Project Completion – Submit for approval of final project completion by City of Ukiah
- l. Contact Information – provide contact information of all sub-contractors responsible for abatement.

13-03. Matrix for Analysis of Required Abatement. Below please find a matrix for analysis of required abatement.

	Removal of wall or ceiling materials	Removal of vinyl floor tile and mastic	Removal of ceramic floor or wall tile	Removal of carpet items	Removal of FRP wall coverings	Removal of floor-mount water heater	Removal of furniture and equipment	Removal of wallpaper
Booth 112		X					X	
Break Room 204	X							
Conference Room 113	X							
Elevator Shaft	X							
Hallway 107b		X						
Hallway 200		X						
Mech Room 210	X					X		
Men's Toilet 208	X		X					
Office 103	X	X		X				
Office 202	X	X						
Office 203	X				X		X	
Open Area 100	X	X	X	X				
Record 201		X						
Room 105	X	X					X	X
Room 106	X	X					X	X
Room 206	X							
Stair S1-2	X							
Stair S2-2		X						
Vacant Area 107A	X			X				
Vault 109		X						

Vestibule 110			X					
Vestibule 111		X						
Women's Toilet 207	X		X					
Work Area 104	X							

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special 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 35)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 38)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 39)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 40)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 41)
 - Filled out completely per instruction
- **Statement of Experience** (Page 42)
- **Signature of Bidder** (Page 43)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 44)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 45)
 - Filled out completely per instruction
 - Notarized
- **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
HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET**

Specification No. 24-06

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

PROJECT NAME:

24-06

HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET

BASE BID

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	All equipment, labor, and materials to perform demolition work to remove hazardous materials at 501 South State Street.	LS	1	\$ _____	\$ _____
TOTAL BASE BID ==>>					\$ _____

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 _____, 2024.

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.

HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET

(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 _____, 2024.

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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 July 30, 2024 for **SPEC 24-06 HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET.**

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. 2024.

_____(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 **HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET** 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 _____, 2024.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 2024.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

**HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET
Specification No. 24-06**

THIS AGREEMENT, made this _____ day of _____, 2024, 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 sixty (60) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer.

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

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

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

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

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

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

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

Article IV. Parts of the Contract.

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

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

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 _____, 2024.

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 _____, 2024.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 2024, 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

PERFORMANCE BOND

BOND No. _____

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 _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (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, _____, the undersigned Contractor and _____, 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 _____ (\$ _____), 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.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(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)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

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

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to _____ ("Contractor/Principal") a contract (City Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. 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 _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, 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 \$_____, 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: _____

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__.

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

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.

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 _____, 2024.

_____(Seal)

BY: _____(Seal)

_____(Seal)
Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)
Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

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 the
Civil Code.

Signature-Authorized Representative_____
Address_____
Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ City of Ukiah _____ (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in limits☐ In addition to limits☐ Deductible ☐ Self Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL☐ BUSINESS AUTO POLICY☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
 - (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

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

AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

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

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

NAME OF BIDDER: AFM ENVIRONMENTAL INC
 SPEC #: 24-06
 PROJECT NAME: HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET

BASE BID

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	All equipment, labor, and materials to perform demolition work to remove hazardous materials at 501 South State Street.	LS	1	\$ 145,000.00	\$ 145,000.00
TOTAL BASE BID ==>>					\$ 145,000.00

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.

Witness our hands this day of JULY 29, 2024.

Licensed in accordance with an act providing for the registration of California Contractors License No. 689596, expiration date 6-30-2026.

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: 1000011390

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

AFM ENVIRONMENTAL INC

752 NORTHPORT DR SUITE C WEST SACRAMENTO, CA 95691

916-997-7520 FAX 707-402-6354

ALFRED HARDWICK PRESIDENT

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.

ALFRED HARDWICK 1031 CAPITOLA CT VACAVILLE CA 956878

MARK GILLMING 752 NORTHPORT DR WEST SACRAMENTO, CA 95691

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: CITY OF UKIAH DEPARTMENT OF COMMUNITY DEVELOPEMENT
300 SEMINARY AVE UKIAH, CA 95482 ATTN Mary Hoger

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.

HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET

(Signature of Bidder)

Business Mailing Address:

AFM ENVIRONMENTAL, INC

752 NORTHPORT DR SUITE C

WEST SACRAMENTO, CA 95691

Business Location:

752 NORTHPORT DR SUITE C WEST SACRAMENTO, CA 95691

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

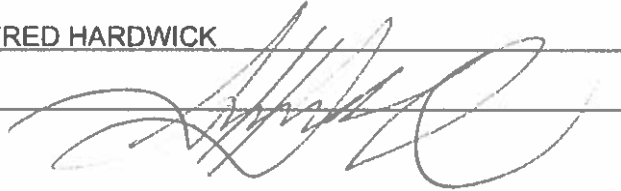
Witness my hand this 26TH day of JULY, 2024.

Signature of Bidder, with Business Address:

AFM ENVIRONMENTAL, INC

752 NORTHPORT DR SUITE C WEST SACRAMENTO, CA 95691

ALFRED HARDWICK

A handwritten signature in dark ink, appearing to read 'Alfred Hardwick', is written over a horizontal line. The signature is stylized with loops and flourishes.

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.

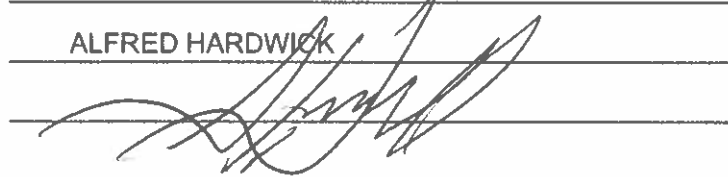
Signature and address of Bidder:

AFM ENVIRONMENTAL, INC

Date 7-25-24

752 NORTHPORT DR SUITE C WEST SACRAMENTO, CA 95691

ALFRED HARDWICK

A handwritten signature in black ink, appearing to read 'Alfred Hardwick', is written over a horizontal line. The signature is stylized with a large, sweeping initial 'A'.

(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

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

City of Napa Jefferson St Demolition and Abatement of an old church project Jan. 2024

Asbestos abatement project value \$200,000.00

contact info Abdul Fahim Public Works City of Napa 707-257-9683

Ethan Conrad Properties 1700 National Dr Sacramento, CA

Asbestos abatement and interior Elevator Demolition Old Sears 3636 Blackstone Fresno, CA

\$500,000.00 April 2024 contact Mario Soler 916-742-0184

SIERRA EXCAVATION LLC 356 S George Washinton St Yuba City CA 530-329-1901

Shasta County Juvenile Hall Justice Center abatement and demolition Shasta CA

\$220,000.00 February 2024 Contact Juan Sanchez 530-329-1901

J Walt Construction 1787 East Main St Woodland CA 530-406-2278

Benicia Middle School Asbestos abatement and Demolition

\$150,000.00 June 2024 Contact Joe Walter 916-826-8665

SIGNATURE(S) OF BIDDER

Accompanying this proposal is BIDDER'S BOND
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

AFM ENVIRONMENTAL, INC.

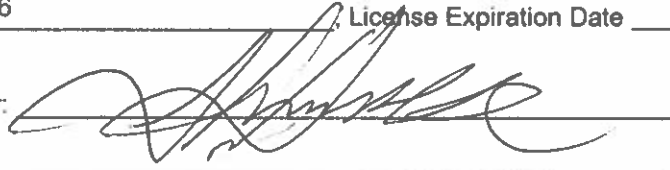
ALFRED J HARDWICK PRESIDENT / TREASURER

MARK D GILLMING SECRETARY / CO-TREASURER

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

License No. 689596 License Expiration Date 6-26-2026

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: 752 NORTHPORT DR SUITE C WEST SACRAMENTO CA 95691

Place of residence: 1031 CAPITOLA COURT VACAVILLE CA 95687

Dated: 7-29-2024

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, AFM Environmental, Inc. 752 Northport Dr. Suite C West Sacramento, CA 95691

_____, as PRINCIPAL and

Arch Insurance Company

Harborside 3 210 Hudson Street, Suite 300. Jersey City, NJ 07311, 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 \$ 10% of the Total Amount of The Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on July 30, 2024 for **SPEC 24-06 HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET.**

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 29th day of July, A.D. 2024.

AFM Environmental, Inc. (Seal)

_____, (Seal)

President Charles J. Hardwick (Seal)
Principal

Arch Insurance Company (Seal)

_____, (Seal)

Peter Tam, Attorney-in-Fact (Seal)
Surety

McNeil and Company, Inc.

67 Main St. Cortland, NY 13045

(607) 756-4970

NEW YORK STATE NOTARY ACKNOWLEDGMENT

THE STATE OF NEW YORK

COUNTY OF CORTLAND

On the 7/29/2024 before me, the undersigned, personally appeared Peter Tam personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sarah E West

Notary Public Signature

Print: Sarah E. West

Title or Office: Notary

My commission expires: August 3, 2026

Sarah E. West

Notary Public, State of New York

No. 01WE6011309

Qualified in Cortland County

Commission Expires Aug 3, 2026

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Daniel McNeil III, David Byrne, Olga Garza, Pauline Perlongo, Peter Tam and William A. Ballay of Orland Park, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding **One Hundred Fifty Million Dollars (\$150,000,000.00)**. This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

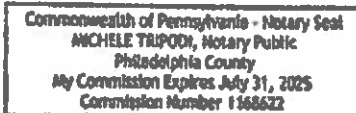
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of July, 2023.

Attested and Certified


Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 6, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of July, 2024.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Printed in U.S.A.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

Assets

Cash & Cash Equivalents in Banks	\$328,130,777
Bonds owned	6,481,021,338
Stocks	813,423,103
Premiums in course of collection	945,968,974
Accrued interest and other assets	1,398,321,681
Total Assets	\$ 9,966,865,873

Liabilities

Reserve for losses and adjustment expenses	\$3,580,722,897
Reserve for unearned premiums	1,770,436,315
Ceded reinsurance premiums payable	1,021,006,333
Amounts withheld or retained by company for account of others	165,467,758
Reserve for taxes, expenses and other liabilities	986,839,682
Total Liabilities	\$7,524,472,985
Surplus as regards policyholders	2,442,392,888
Total Surplus and Liabilities	\$9,966,865,873

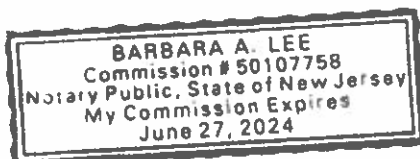
By:  Attest: 
Executive Vice President, Chief Executive Vice President,
Financial Officer and Treasurer General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2023.

Subscribed and sworn to before me, this 7 day of March 2024

Notary Public 



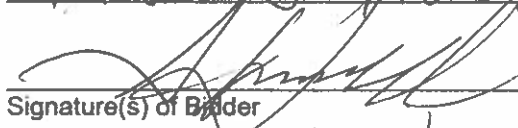
NON-COLLUSION AFFIDAVIT

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 **HAZARDOUS MATERIAL REMOVAL DEMOLITION AT 501 SOUTH STATE STREET** 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.

AFM ENVIRONMENTAL Inc
Alfred J. Hardwick President

Signature(s) of Bidder

Business Address: 752 Northport Dr + C
West Sacramento, CA 95691

Place of Residence: 1031 Capitola CT
Vacaville, CA 95687

NOTARIZATION

Subscribed and sworn to before me this 29th day of July, 2024.



Please see CALIFORNIA
attachment for notary seal

Notary Public in and for the County of Solano, State of California.

My Commission Expires Jan. 04, ^{N.C.} ~~2024~~ 2026

GOVERNMENT CODE § 8202

-

Signature of Document Signer No. 2 (if any)

NHI CHAU
COMM. # 2389420
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
COMM. EXPIRES JAN. 4, 2026

Page 295 of 351

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: Hazardous Material Removal Demolition at 501 South State Street, Spec 24-06
2. That the nature of the work: Removal of hazardous materials
3. That on the 31st day of October, 2024, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is AFM Environmental, Inc, 752 Northport Dr Suite C, West Sacramento CA 95691.
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: 501 South State Street, Ukiah, CA.

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: Consideration of Adoption of Resolution Appointing Elizabeth Kirsch to the Diversity and Equity Standing Committee.

DEPARTMENT: City Clerk

PREPARED BY: Araceli Sandoval, Deputy City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution 2024-09
2. Application - Elizabeth Kirsch
3. Proposed Resolution

Summary: Council will consider adopting a resolution to appoint Elizabeth Kirsch to the Diversity and Equity Standing Committee.

Background: The structure of the Diversity and Equity Standing Committee is designed to ensure optimal representation from the diverse demographic groups represented in the population of the City of Ukiah and the larger community living and working in the Ukiah Valley. The Standing Committee consists of eleven (11) members. The members consist of two members of the City Council and nine members of the city of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys who serve or represent: individuals and families who are low income, persons with physical or mental disabilities, persons from the LGBTQ+ community, members of Native American tribes and communities in Mendocino County, members of the Hispanic/Latino community, persons of color, people whose primary language is not English, youth ages 21 and younger, and seniors 65 years and older. Appointments are made per Resolution 2024-09 (Attachment 1).

Discussion: Four positions have been noticed due to term expirations: Persons from the LGBTQ+ community; Youth 21 years and younger; Persons of color; Persons whose primary language is not English. One application has been received: Elizabeth Kirsch (Attachment 2) representing Persons from the LGBTQ+ community. Staff has reviewed this application and determined that the applicant meets the requirements for the position.

Staff recommends adopting the resolution (Attachment 3) appointing Elizabeth Kirsch to the Persons from the LGBTQ+ community representative position on the Diversity and Equity Standing Committee. Elizabeth Kirsch is scheduled to attend the meeting through the Consent Calendar; if the Council wishes to question the applicant this item can be pulled and preferably heard directly after the Consent Calendar.

Recommended Action: Adopt Resolution appointing Elizabeth Kirsch to the Diversity and Equity Standing Committee.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: N/A **GRANT:** N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Traci Boyl, Management Analyst

STRATEGIC PLAN (SP): SP 3C - Instill diversity, equity, and inclusion as essential core elements of policymaking, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-09**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH MODIFYING THE DIVERSITY AND EQUITY STANDING COMMITTEE****WHEREAS:**

1. The population of the City of Ukiah and the larger community living in the Ukiah Valley who work and shop in the City of Ukiah consist of a diversity of demographic groups, including individuals and families who are low income, persons with physical or mental disabilities, persons from the LGBTQ+ community, members of Native American tribes and communities in Mendocino County, members of the Hispanic/Latino community, persons of color, people whose primary language is not English, youth 21 years and younger, and seniors 65 years and older; and
2. These different demographic groups face unique barriers to accessing employment and municipal services and have different needs affecting their receipt of municipal services than the general population; and
3. Other demographic groups exist in this area which are not specifically identified in this resolution, but the identified groups are believed to be the most substantial of such groups; and
4. If other such groups are identified as significant as a result of the Committee's work or otherwise, the membership of the Committee can be expanded to include them in the future; and
5. The City has established a standing committee of the City Council, known as the Diversity and Equity Standing Committee, which is an advisory body reporting to the City Council and to the City Manager and City Department Heads, as a means to adopt written objectives to improve diversity and equity in the City's workforce and in the provision of municipal services; develop a written Action Plan to achieve those objectives; implement and oversee the Action Plan; provide an annual review and update to the City Council on the Committee's progress; and propose revisions to the plan as necessary.

NOW, THEREFORE BE IT RESOLVED as follows:**1. MEMBERSHIP; APPOINTMENT**

The Equity and Diversity Standing Committee ("Committee") shall consist of eleven (11) members. The members shall consist of two members of the City Council and one member from each of nine organizations in the City of Ukiah or the Ukiah Valley, including Redwood and Potter Valleys, which serve or represent: (1) Persons with lived experience of poverty (currently or formerly living at or below the poverty level); (2) Persons with physical or mental disabilities; (3) Persons from the LGBTQ+ community; (4) Native American tribes and communities in Mendocino County; (5) Persons from the Hispanic/Latino community; (6) Persons of color (7) Persons whose primary language is not English; (8) Youth 21 years and younger; and (9) Seniors 65 years or older. In addition, committee members must either reside or work in the City of Ukiah. Members shall be appointed by the City Council based on written applications submitted by deadlines established by the City Council and any oral interviews the City Council may elect to conduct.

2. TERM OF OFFICE; VACANCIES

- A. Terms of Office. All appointments to the Committee shall be for a term of two (2) years during which the member serves and the will and pleasure of the City Council. Appointments to fill vacancies during a term of office shall be filled as provided in Section 1. The person appointed shall serve for the remainder of the term of that vacancy. Members whose terms expire may be reappointed to serve subsequent terms.
- B. Vacancies. Vacancies may occur as a result of the member's death or incapacity, resignation, no longer residing or working in the City, termination by the City Council with or without cause or failure of a member to attend three (3) meetings in any consecutive four-month period without the prior approval of the Committee.

3. DUTIES OF THE COMMITTEE

Having developed and implemented its two-year Action Plan and incorporated DEI priorities into the City's major planning documents and strategic plan, the Committee shall now have the following responsibilities:

1. To continuously assess the impact of the City's DEI efforts within the community and make recommendations regarding City programs, policies, and services as necessary.
2. To serve as ambassadors promoting diversity, equity, and inclusion within the community and representing the City's commitment to these values.
3. To raise public awareness about the City's commitment to DEI initiatives and values by sharing information about City programs, policies, employment opportunities, and services through social media channels, email, and word of mouth.

4. EXPENSES OF MEMBERS; NO COMPENSATION

The members of the Committee shall receive no compensation or reimbursement for expenses.

5. CHAIRPERSON; OFFICERS

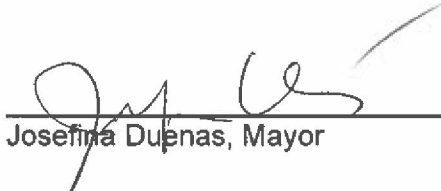
The Committee shall elect a presiding officer to preside at special and regular meeting. City staff assigned by the City Manager shall provide support services, including preparation and posting of agendas, preparing minutes, staff reports and other documents as required for the conduct of the Committee's business.

6. COMMITTEE GOVERNANCE.

- A. Brown Act. The Committee shall comply with the Brown Act. Upon the first appointment of its members, it shall establish a meeting date and time for regular meetings and a procedure for placing items on its agendas. Special meetings may be called by the Chairperson, City staff assigned to assist the Committee or by the Committee during a regular or special meeting.
- B. Parliamentary procedure. The Committee shall adopt any rules it considers necessary for the orderly conduct of its meetings which may, but are not required to, use all or any portion of Robert's Rules of Order or the City Council rules for conducting City Council meetings.

PASSED, ADOPTED and APPROVED this 3rd day of April 2024 by the following vote on roll call vote:

AYES: Councilmembers Rodin, Orozco, Sher, Crane, and Mayor Duenas
NOES: None
ABSTAIN: None
ABSENT: None



Josefina Duenas, Mayor

ATTEST:



Kristine Lawler, City Clerk

CITY OF UKIAH
DIVERSITY AND EQUITY APPLICATION FOR APPOINTMENT

A. General Information

Full Name	Elizabeth (Izzy) Allen Kirsch			Date	12/23/24		
Residence Address (Physical Address, not PO)							
Mailing Address (if different from above)							
Home Phone				Work Phone	()		
Email				Cell Phone	()		
Employer	Redwood Community Services - The Arbor YRC						
Business Address	810 North State St. Ukiah, CA. 95482						
Job Title/Position	Certified Peer Support Specialist			Employed Since	January 2022		
How long have you resided in:	Ukiah?	22 years	Mendocino County?	22 years	California?	22 years	
Please list the organization(s) you are with a member of and clearly identify the demographic group you wish to represent.	Ukiah Unity Coalition, The Arbor Youth Resource Center. I wish to represent the LGBTQI2S+ Community.						

Languages spoken other than English: None

B. Please answer the following questions on a separate sheet of paper.

1. What is your understanding of the purpose, role, and responsibility of the Diversity and Equity Committee?
2. What is your understanding of/and ability to meet the responsibilities of committee members in regards to meeting attendance? (Can you attend regular committee meetings? Do you have any scheduling conflicts or are there any other circumstances that would prevent you from regular attendance?)
3. How do you believe your own skills, experience, expertise, and perspectives will be beneficial to the work of the Diversity and Equity Committee?
4. Diversity, Equity, and Inclusion are priorities for the City of Ukiah. Tell us about your experience working with diverse groups and how you would work to create an environment that is welcoming, inclusive, and increasingly diverse?
5. Are there any other City of Ukiah Committees/Commissions in which you are interested and on which you would be willing to serve?



Signature of Applicant

12/23/24
Date

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

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

Continually working to promote diversity, equity, transparency, and justice through the adoption and implementation of City practices, policies, and procedures.

DEI Application Questions Answer Key

12/23/2024

Question 1: From my interpretation of the purpose and responsibility of the Diversity Equity Committee, it is to ensure that our community maintains a standard of welcoming for all. To cultivate equal representation and accessibility in community services, policies and programs with an emphasis on relevancy and cultural understanding.

Question 2: Regarding attendance, I work full time and will be beginning college this spring. From the meeting dates I've seen, I should have no trouble attending especially if there is an option to attend virtually. I was also authorized by my supervisor to attend meetings during working hours if necessary.

Question 3: In my current position at the Arbor Youth Resource Center, I work very closely with youth ages 12 – 24 from a multitude of backgrounds. I specialize in LGBTQIA2S+ services and have access to a medley of various demographics of youth in Mendocino County in which I can utilize for data collection and advisory purposes. Being a young queer Jewish person myself, I can offer a unique perspective on youth services and needs in a way that is most relevant to the newest generations of our local populous. I believe this committee would benefit exponentially from uplifting the youth voice and dedicating focus to a historically underserved population in our area.

Question 4: I currently boast three years of experience providing direct services to the local youth of Ukiah and Mendocino County. I have worked closely with the Ukiah Unity Coalition, The Local Tribes, the Ukiah Unified School District and Local Charters, and the Restorative Justice Youth Council Which serves high risk youth referred from both probation and the School District. I have served homeless youth, closeted LGBTQIA2S+ youth, youth experience variations of abuse, foster youth, youth who suffer from substance misuse, mentally and/or physically differently abled youth, incarcerated youth, youth with gang affiliation, tribal members, etc. Through my work I have had the opportunity to have deep interpersonal connection with many kinds of people with many kinds of experiences, all of which have refined the way I see the world and the ones who reside in it. These experiences have contributed to my personal strategy for holding a welcoming, safe, inclusive space wherever I go. I am very passionate about maintaining equity for all through a case-by-case approach.

Question 5: I am also very interested in getting involved in the Public Spaces Commission as I believe there are many underutilized spaces in our area that have potential for long-lasting community enrichment.

For further follow-up regarding my application please contact me at [REDACTED] or email me at [REDACTED]

Thank you so much for reviewing my application!

[REDACTED]

RESOLUTION NO. 2025-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPOINTING ELIZABETH KIRSCH TO THE DIVERSITY AND EQUITY STANDING COMMITTEE FOR A TWO-YEAR TERM.**

WHEREAS, Sections 1011 and 1012.A of the Ukiah City Code state that members of the City of Ukiah Diversity and Equity Standing Committee (“DEI Committee”) shall be appointed by a majority of the City Council, each to serve at the will of the City Council up to a term of two (2) years; and

WHEREAS, Four positions on the Diversity and Equity Standing Committee have been noticed due to term expirations: Persons from the LGBTQA community; Persons of color, Youth 21 years and younger; and Persons whose primary language is not English; and

WHEREAS, One application has been received for the Diversity and Equity Standing Committee: Elizabeth Kirsch for the Persons from the LGBTQ+ community. Staff has reviewed this application and determined that the applicant meets the requirements for the position.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby appoints the following persons and terms:

BOARD/ COMMISSION	NAME	POSITION	TERM EXPIRATION
Diversity and Equity Standing Committee	Elizabeth Kirsch	Persons from the LGBTQ+ community	2/5/2027

PASSED AND ADOPTED this 5th day of February 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Budget Transfer from Supplemental Law Enforcement Services Fund for the Acquisition of RIMS Computer-Aided Dispatch and Records Management Software.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

None

Summary: Council will consider approving a budget transfer from the Supplemental Law Enforcement Services Fund (SLESF) for the acquisition of RIMS computer-aided dispatch and records management software.

Background: At the City Council meeting on December 18, 2024, the Council approved a five-year agreement for the acquisition of RIMS CAD and RMS from Sun Ridge Systems. On January 15, 2025, Council considered and authorized Staff to proceed with financing the installation costs of \$379,665 through a municipal lease agreement with Umpqua Bank Equipment Leasing & Finance.

Sun Ridge Systems' installation costs total \$379,665, with annual fees starting at \$33,282 for the first two years, increasing by 5% annually, for a total five-year cost of \$556,704. The initial financing plan proposed utilizing the City's line of credit with Umpqua Bank, with a lease term of five years at an interest rate of 5.55%.

Discussion: Upon further evaluation, Staff has determined that the use of certain restricted supplemental law enforcement funds offer a more financially advantageous approach than a municipal lease agreement. The availability of these funds allow for a one-time expenditure that eliminates future interest payments and financing fees, resulting in overall budgetary cost savings to the City. The funds are restricted for uses related to law enforcement and will not supplant existing funding commitments from the City's general fund.

Key benefits of this approach include:

- Avoiding interest payments associated with the municipal lease agreement;
- Maintaining financial flexibility by reducing the City's debt obligations;
- Utilizing restricted funds designated for public safety enhancements.

Staff recommends approving a budget transfer in the amount of \$379,665 from the Supplemental Law Enforcement Services Fund to the Dispatch Fund to cover the installation costs of the RIMS CAD and RMS system.

Recommended Action: Approve a budget transfer of \$379,665 from the Supplemental Law Enforcement Services Fund to the Dispatch Fund to cover the installation costs for the RIMS Computer-Aided Dispatch and Records Management Software.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20620231.80100.18445: \$379,665

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Transfer from Fund 635-Supplemental Law Enforcement Services Funds to Fund 206-Dispatch Fund

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 2425-159

COORDINATED WITH: Cedric Crook, Police Chief; Dan Buffalo, Finance Director; Jessie Burnell, Finance Controller

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consider Adoption of Resolution Adopting a 2025 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Shannon Riley, Deputy City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Advocacy Platform_2025_redlined
2. Advocacy Platform and Resolution_2025_clean
3. 2025 League of CA Cities Priorities

Summary: Council will consider adoption of a Resolution adopting a 2025 Advocacy Platform to provide guidance regarding local, state and federal legislative and judicial matters, and allow the City to weigh in on such matters in a timely fashion. An advocacy platform enables the Mayor and/or City Manager, or their designee, to submit letters or other filings on behalf of the City if the proposed matter is within the City's adopted advocacy platform guidelines. Additionally, platform guidelines enable the City to actively participate in the regional, state and federal legislative processes on behalf of the City of Ukiah.

Background: Background: The ability of the City to serve the residents and provide for a thriving and sustainable community requires support from all levels of government. Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. However, with local, state and federal legislative policy and judicial matters, action is often needed to support local government in having this impact. These legislative policies and legal actions can affect the City's ability to deliver services, shape what services are delivered, impact the resources available for services, and remove obstacles to delivering services. These policies sometimes require immediate attention.

The Ukiah City Council has annually adopted a Platform and a corresponding resolution, most recently in January 2024. Minor revisions have been made to that document as a result of review by each City department, shown in redline on Attachment 1, and a clean version of the proposed 2025 Advocacy Resolution and Platform is provided as Attachment 2.

Discussion: In order to fulfill the City's commitment to the community, positive local, state and federal action--including the allocation of resources--should be sought.

The Advocacy Platform is also consistent with the 2025 goals and priorities of the League of California Cities ("the League"), provided as Attachment 3.

The proposed 2025 Advocacy Platform from the City states it does not take positions on matters outside the scope and purpose of municipal government. Occasionally, the City is asked to take positions that do not materially affect the scope and purpose of our municipal government; these tend to be quality of life or social issues; or federal government matters like foreign policy.

The Platform would not preclude the Mayor or Councilmembers from placing an item on the agenda for

consideration. However, it would provide guidance to others about positions typically taken by the City Council.

To this end, if the City should adopt/update the proposed 2025 Advocacy Platform, it would provide a guide for the City's legislative advocates and highlight key issues important to the local community. The Platform provides 13 over-arching guiding principles intended for specific legislative and legal action and supports existing City Council-established goals and policies. The priorities outlined streamline the legislative approval process by providing clear direction on pertinent issues for our community. It is by no means all-encompassing.

As previously stated, the Platform is reviewed by Council on an annual basis in coordination with the State's legislative calendar, and will continue to be listed on the tracking calendar for Council review in December-January of each year.

Staff recommends the adoption of the proposed Resolution that includes the 2025 Advocacy Platform providing overall guidance that allows the Mayor, and/or City Manager, or their designee, to send/file support or opposition to the League and other agencies/organizations to protect or advocate for our community. When such action is taken, the Council would be notified and provided a copy of the correspondence.

Recommended Action: Adopt resolution adopting a 2025 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: n/a

COORDINATED WITH: n/a

DIVERSITY-EQUITY INITIATIVES (DEI): all

CLIMATE INITIATIVES (CI): all

GENERAL PLAN ELEMENTS (GP): all

Approved:


Sage Sangiacomo, City Manager



2025 Advocacy Platform

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and the City Manager may send corresponding letters of opposition or support without further City Council action and, whenever filing deadlines preclude prior City Council action, may authorize naming the City as a party to an amicus brief to be filed in state or federal court, provided the City incurs no cost to join the amicus brief.

A. Finance

Protect Local Revenue Sources The City opposes attempts to decrease, restrict or eliminate city revenue sources and opposes any efforts at the local, state or federal level to retain additional revenues currently dedicated to local government for state purposes.

Municipal Bond Tax Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

Replace Lost Redevelopment Funding Seek, promote, and implement any new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Ukiah.

Unfunded Mandates Oppose measures that would impose State and Federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits (i.e., unfunded mandates).

Control Workers' Compensation and Public Retirement Costs Support legislation and policy that control escalating workers' compensation and public retirement system costs to public agencies and taxpayers.

Improving Government Debt Management Oppose measures that restrict local control over debt issuance and support legislation that provides more flexible tools for managing and refinancing municipal debt.

Cybersecurity for Financial Systems Support initiatives that provide funding and training to enhance the cybersecurity of financial systems, protecting sensitive public financial data.

Support for Transparency and Accountability Standards Advocate for policies and funding to assist local governments in implementing new state and federal reporting standards, particularly those aimed at improving transparency.

B. Utilities

Local Utility Services The City opposes any regulations or legislative actions or court decision that would eliminate or limit the City's ability to provide utility services within the incorporated jurisdiction service area.

Low Carbon Energy The City supports initiatives that remove policy barriers or create financial incentives to advance emerging low and zero-carbon technologies.

Energy Value The City supports any legislative or regulatory action that increases the energy value for the electric customer and encourages policymaking that recognizes energy affordability.

Cap and Trade Program The City supports the use of California Air Resources Board's (CARB) Cap and Trade program allowances and energy resources that are clean, renewable and cost effective.

Wireless and Telecommunication Facilities Oppose any federal or state legislation or regulatory policy that would further erode the ability of local governments to regulate wireless and other telecommunication facilities.

Local Water Use Control Support efforts to maintain and strengthen local control of water use and encourage water recycling and the many benefits of sustainability to [the Ukiah's Valley's](#) water supply, conserving the vital resource of potable water, and protecting our diverse water portfolio.

C. Local Control

Sustainable, Reliable Funding The City supports local, state and federal budget plans that provide sustainable, reliable funding for priority local government programs.

Local Control and Streamlining Regulations The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Ukiah residents and businesses. The City supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.

Housing and Homelessness The City supports legislation that provides Cities additional funding and tools and preserves local authority to address housing production, affordability, and homelessness challenges.

D. Transportation and Streets

Transportation Infrastructure The City supports increases in transportation funding for local street and road improvements to promote investing in the maintenance and rehabilitation of aging infrastructure.

Alternative Funding Solutions Support legislation that reduces local reliance on local gas tax revenues for roads and streets improvements and proposes new alternative funding solutions with longer-term sustainability

Alternative Transportation [The City supports policy and legislation that encourages, and funding that supports, the use of alternative modes of transportation such as bicycling, walking, and public transportation.](#)

E. Economic Development

Economic Development Opportunities The City embraces efforts to obtain funding for economic development and environmental initiatives, including planning and implementation of regional transportation and traffic congestion relief projects and job creation and retention programs, such as those funded through the Community Development Block Grant program, Economic Development Administration, and U.S. Department of Agriculture Small Business program. The City also supports legislation that eliminates barriers to economic development in rural areas and opposes legislation that may unduly create new barriers to economic development., and the creation of affordable housing. The City also supports legislation that provides incentives for job creation and retention, including legislation that increases funding and allowable uses for the Community Development Block Grant program.

F. Environmental and Health and Safety

Clean Environment The City supports policy that advocates for a clean environment and policy to improve environmental standards, promote renewable and carbon-free energy policies, and increase the City's climate resiliency and adaptation capabilities and promote sustainable energy policies.

Public Health & Safety The City supports efforts that reduce exposure to public health risks, preserve the quality of the environment, and ensure the general well-being of the community.

G. Public Safety

Public Safety Resources The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, community paramedicine, youth violence prevention initiatives, the integration of emergency medical services (EMS) and fire response systems to improve resource efficiency and service delivery, and to engage the community in its own safety.

Street Outreach Teams Support new funding from the county, state, and federal government for expanded Street Outreach Teams in collaboration with law enforcement, emergency medical services, community paramedics, and the County's health and mental health departments for those affected by homelessness and mental health issues.

Funding to Remove and Clean Homeless Encampments Support new funding from county, state, and federal sources for the legal removal and storage of homeless belongings and cleanup of areas impacted by illegal camping, including the abatement of abandoned vehicles.

Supportive Programs and Solutions Support legislation that assists in preventing and reducing crime, such as intervention and prevention programs, mental health initiatives, enhanced protective equipment, and solutions for at-risk individuals.

Support De-escalation Training Support police reform legislation that provides de-escalation training and the funding for such training, and that reduces unnecessary and excessive use of force.

Graffiti Abatement Support legislation that would strengthen state graffiti law and provide local government revenue and resources for graffiti abatement.

Speed Limits Support legislation that would allow local jurisdictions to set speed limits based upon safety

findings and/or provide provisions for cost recovery of traffic enforcement.

Advanced Technologies Support funding and legislation for advanced technologies to enhance disaster response, resource allocation, wildfire risk assessment, training, and operations efficiency.

Transparency Support funding for public safety technologies like body cameras, data analytics, and surveillance tools to improve transparency and efficiency.

H. Parks, Open Space, and Community

Sustainable Quality of Life The City values a sustainable quality of life and supports parks and open space, recreation facilities, environmental and climate protection, resource conservation, libraries, arts and culture and legislation and policies that emphasize sustainable development.

Park Infrastructure Support legislation that provides funding for rehabilitation, development, and capital improvements of local parks, open space, and community facilities.

Public Art Support legislation that provides funding to support public art, both performing and visual.

Funding for Youth and Seniors Support legislation that provides local funding for youth and senior recreational and enrichment programming.

Great Redwood Trail Support funding and legislation for the Great Redwood Trail, assuring funding for maintenance staff and including streamlining the build-out of future segments and amenities and supporting railbanking, which preserves the opportunity for future transportation, utility, and other public infrastructure-related uses.

I. Emergency Management

Disaster Management The City supports policy that helps improve disaster preparedness, response, recovery, and climate resiliency.

Funding for Emergency Management Support legislation, strategies, and initiatives that provide increased local, state, and federal funding for emergency and disaster preparedness, planning, response, and recovery.

Fire Prevention Support legislation and funding for wildfire risk reduction efforts, including hazardous fuels reduction, vegetation management, controlled burns, and public education on fire prevention in high-risk areas.

J. Public Workforce

Sustainable Pension and Retirement Health Benefits The City supports policy that promotes the sustainability of public pension and retirement health benefits.

Competitive and Valuable Employment Advocate for legislation that supports the City's ability to provide

competitive and valuable employment opportunities.

K. Planning and Land Use

Projects in the Sphere of Influence Oppose project entitlements in areas outside the City limits, but within the City's adopted Sphere of Influence that do not conform to the development standards of the City and its 2040 General Plan or the Ukiah Valley Area Plan.

Changes of Organization Oppose requests for changes of organization (primarily, annexation) from other entities and agencies if those requests are done without prior collaboration with the City and are proposed within the City's Sphere of Influence.

Regional Planning Support regional planning initiatives, especially those that preserve and enhance agricultural resources and increase the supply of housing and employment opportunities for residents.

Long-Term Planning Support legislation and funding initiatives for long-term planning efforts related to affordable housing, agricultural and open-space preservation, economic development, and climate change adaptation and resiliency.

Housing Pursue housing legislation to encourage expanding the housing supply in our area, including more flexibility for local jurisdictions to work together to provide housing that counts toward Regional Housing Needs Assessment (RHNA) requirements and the needs of the community.

L. Diversity, Equity and Inclusion

Equitable Access Support legislation and funding that helps the City of Ukiah provide residents with equitable access to City employment, programs and services.

Eliminating Barriers Support legislation and funding that will allow the City and its community partners to provide all residents with the tools necessary to grow and thrive.

Community Engagement Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, value, and acceptance of the diverse groups within our community, creating an environment where all feel welcome and safe in Ukiah.

M. General Governance

Consistency with Adopted Plans Support funding and legislation that supports implementation of goals and initiatives within the 2040 General Plan, the ~~Diversity and Equity Action~~ City Council's Strategic Plan, and the Climate Initiatives associated with Resolution 2022-44.

RESOLUTION NO. 2025-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING A 2025 ADVOCACY PLATFORM**

WHEREAS; an advocacy platform is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the California State Legislature alone considers thousands of bills during each two- year legislative session, state and federal administrative agencies establish policies and engage in rule-making and many precedent setting decision are heard by the California and federal courts of appeal and the California and United States Supreme Court; and any number of these bills, administrative actions and regulations and court cases can affect cities—through changes in funding, employment law, or water regulation as examples; and

WHEREAS, development of an Advocacy Platform provides the opportunity to identify issues and priorities that may be addressed through legislative and administrative advocacy and amicus briefs to California and federal appellate courts; and

WHEREAS, the City desires to be proactive and involved in the governmental, administrative and judicial decision-making process directly affecting the City of Ukiah and the League of California Cities; and

WHEREAS, the platform will also be used when applicable on other local, regional, state, and federal matters not evaluated by the League; and

WHEREAS, adoption of a 2025 Advocacy Platform enables the City Council and staff to react quickly to most legislative or administrative issues or the filing of amicus briefs as they arise; and

WHEREAS, the 2025 Advocacy Platform can be provided to State and Federal representatives so they are made aware of the issues that are important to Ukiah; and

WHEREAS, the City Council wishes to adopt the 2025 Advocacy Platform which provides overall guidance that allows the City Manager and the Mayor, or their designee, to send letters of support or opposition to the League, the local, state and federal legislatures and administrative agencies and to participate in amicus briefs to the state and federal appellate courts in certain instances.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah hereby adopts a “2025 Advocacy Platform,” attached as “Exhibit A” to this Resolution. Further, any activity taken under the legislative platform will be reported to the City Council, and all letters of support/opposition will be documented and forwarded to the City Council and included within the “Petitions and Communications” section of the subsequent council meeting following issuance for public review.

DULY AND REGULARLY ADOPTED this 5th day of February 2025.

AYES: Councilmembers Sher, Rodin, Orozco, Criss and Mayor Crane.
 NOES: None
 ABSTAIN: None
 ABSENT: None

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk/CMC



2025 Advocacy Platform

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and the City Manager may send corresponding letters of opposition or support without further City Council action and, whenever filing deadlines preclude prior City Council action, may authorize naming the City as a party to an amicus brief to be filed in state or federal court, provided the City incurs no cost to join the amicus brief.

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Community Engagement Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination, and social justice to promote education, understanding, expanded opportunity, value, and acceptance of the diverse groups within our community, creating an environment where all feel welcome and safe in Ukiah.

M. General Governance

Consistency with Adopted Plans Support funding and legislation that supports implementation of goals and initiatives within the 2040 General Plan, the City Council's Strategic Plan, and the Climate Initiatives associated with Resolution 2022-44.



League of California Cities 2025 Advocacy Priorities

1. **Protect local revenues and expand economic development tools.** Safeguard and modernize revenue streams for local priorities. Pursue new economic development opportunities that bolster local economies and cultivate a strong local workforce, including expanded workforce recruitment and retention tools.
2. **Strengthen climate change resiliency and disaster preparedness.** Support city efforts to prepare, prevent, and adapt to natural disasters and the impacts of climate change, including wildfires, drought, sea level rise, and other extreme weather events. Increase transparency and access to insurance policies, especially following a natural disaster.
3. **Strengthen and modernize critical infrastructure.** Dedicate new resources and protect existing funding to maintain and improve essential infrastructure, including bridges, roads, broadband, and the state's water supply and energy grid.
4. **Secure investments to prevent and reduce homelessness and increase the supply of affordable housing.** Secure dedicated funding to bolster cities' long-term planning efforts to support unhoused residents and accelerate the construction of affordable housing. Strengthen state and regional partnerships to expand access to wraparound services and improve the housing element planning process. Ensure cities have the flexibility and decision-making authority to meet their community and state housing goals and reduce homelessness.



AGENDA SUMMARY REPORT

SUBJECT: Council will Consider Approving the Public Spaces Commission 2025 Community Outreach Plan.

DEPARTMENT: Community Services

PREPARED BY: Neil Davis, Community Services Director

PRESENTER: Neil Davis, Community Services Director

ATTACHMENTS:

1. PSC Outreach Plan 2025_PSC DRAFT

Summary: Staff recommends adopting the attached Public Spaces Commission approved 2025 Community Outreach Plan for use in the upcoming year.

Background: The Public Spaces Commission (PSC) was formed in late 2021 as a merger of the Parks Recreation and Golf Commission (PRGC) and the Paths, Open Space and Creeks Commission (POSC). The Public Spaces Commission charter outlined in Division 1, Chapter 4 of the Ukiah City Code defines the duties and powers of the Public Spaces Commission. Item D of the Duties and Powers section states the work of the Commission “shall be guided by the Community Outreach Plan” and that the Commission “shall prepare and annually update a Community Outreach Plan” to be approved by City Council.

Discussion: Community Outreach plans for the PSC were adopted for 2022, 2023, and 2024 with few changes from the original document. As the Public Spaces Commission enters its fourth year, it is again time to review, consider updates, and approve a Community Outreach plan for 2025. The Duties and Powers section of the Commission’s charter requires a minimum of six regular meeting per year. No changes to the plan are required, but may be made at the PSC’s discretion.

The Public Spaces Commission has been meeting regularly since its inception in 2021. In 2024 all scheduled meetings were appropriately noticed and prepared. Staff presented between three to five staff reports per meeting on a wide variety of subjects with good public attendance and engagement.

To ensure community opportunity for engagement and input, the Recreation team makes frequent Facebook posts and sends frequent emails regarding upcoming events and park improvements. The PSC is satisfied with this engagement and does not feel the 2024 outreach plan task of providing a quarterly “e-newsletter” is necessary and recommends removing it from the 2025 plan. No further changes to the plan are recommended.

The information in this report was presented to the Public Spaces Commission on January 14, 2024. Additionally, an updated Community Outreach Plan draft (Attachment 1) was presented to commissioners for review and consideration. Minor edits were made, and the document was unanimously endorsed by the PSC. The meetings are scheduled for odd number months with Community Forums scheduled for March and November.

Staff recommends adopting the attached PSC approved 2025 Community Outreach Plan for use in the upcoming year.

Recommended Action: Approve the Public Spaces Commission 2025 Community Outreach Plan.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Kristine Lawler, City Clerk.

STRATEGIC PLAN (SP):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

Public Spaces Commission Community Outreach Plan

1/2025⁵⁴

The Mission of the Public Spaces Commission (PSC) is to foster a culture of informed community participation in the planning and implementation of the wise use of public spaces. The seven-member PSC shall have the power and duty to solicit, collate, and analyze public input on the wise use of public spaces and; provide recommendations and advice to both staff and the City Council based on said input. Additionally, PSC members in collaboration with staff may choose to form “working groups” to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces.

In support of the PSC mission, City staff will;

1. Convene Biannual Community Input Forums
- ~~2. Prepare a Public Spaces E-Newsletter for off meeting months (6x per year)~~
- ~~3.2.~~ Convene four time per year Public Input Forum planning meetings.
- ~~4.3.~~ Provide staff support to working groups on mutually agreed upon topics.
- ~~5.4.~~ Assist the PSC in an annual update to this plan.

Public Spaces Biannual Community Input Forums

The Public Spaces Biannual Community Input Forums will be held as hybrid in-person and online events. Meetings will be planned to cover two to four prearranged topics with time available for discussion of an unplanned topic at attendee consensus request. The PSC will work with staff to decide upon topics and presenters. City staff will prepare presentations that will include Q&A sessions after the presentations. Forums will be recorded and available on the City You Tube Channel

~~Prepare a Public Spaces E-Newsletter for off meeting months (6x per year)~~

~~E-Newsletter will cover the same topics as Community Input Forum to allow for an additional medium for distribution. E-Newsletter may contain additional material. E-Newsletter will be distributed to an interested parties list and be available online.~~

Convene four time per year PSC Public Input Forum Planning and Workgroup meetings

These meetings will allow PSC members the opportunity to work with staff to plan the Community Input Forums and to report on PSC working group activities.

Working Groups

PSC members will be encouraged to form Working Groups both among themselves as well as with members of the public to pursue areas of interest and to the benefit of effective City management. All working groups should have a City Council member of staff “sponsor” to ensure a collaborative approach.



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Introduction by Title Only of an Ordinance Amending Section 1001 of the Ukiah City Code, Pertaining to Membership and Appointment of the Public Spaces Commission.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Public Spaces Commission Ordinance Amendment redline
2. Public Spaces Commission Ordinance Amendment clean

Summary: The City Council will discuss and possibly take action to introduce an Ordinance amending Section 1001 of the Ukiah City Code, pertaining to membership and appointment of the Public Spaces Commission.

Background: The Public Spaces Commission (PSC) was formed in late 2021 as a merger of the Parks Recreation and Golf Commission (PRGC) and the Paths, Open Space and Creeks Commission (POSCC). The Public Spaces Commission serves the function to provide advice and recommendations to Council regarding 1) City-owned properties that are open to the public free of charge, such as parks, paths, and public right-of-ways; 2) creeks within the city limits; 3) open spaces within and outside of the City limits that are undeveloped and conserved or in consideration of future conservation; 4) and the recreational uses of these spaces. In addition, the Public Spaces Commission has the power and duty to: A) Solicit, collate, and analyze public input on the wise use of public spaces. B) Provide recommendations and advice to both City Staff and the City Council based on said public input. C) If deemed necessary by the Commission, form working groups in collaboration with City Staff to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces. D) Commission activities related to solicitation, review, and analysis of public input shall be guided by the Community Outreach Plan.

Discussion: The Public Spaces Commission was established as a seven seat commission to allow all active members of the two prior commissions to remain as members on the new commission. However, there are two vacancies on the commission, with one position having been noticed since May of 2022 and the second position having been noticed since November, 2024.

As a seven-member commission, the quorum is four persons, even when two of the seats are vacant. This sometimes proves challenging with only five active members. As most City commissions have only five members, Staff is recommending that Council introduce the proposed ordinance (Attachments 1-redline and 2-clean) amending the City Code to reduce the number of commissioners to five members to better ensure a quorum for meetings.

Recommended Action: Introduce by title only an Ordinance amending Section 1001 of the Ukiah City Code, pertaining to the membership and appointment of the Public Spaces Commission.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Neil Davis, Community Services Director; Darcy Vaughn, Assistant City Attorney

STRATEGIC PLAN (SP): N/A

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 1001 OF THE CITY CODE REGARDING
MEMBERSHIP OF THE PUBLIC SPACES COMMISSION.**

The City Council of the City of Ukiah hereby ordains as follows

SECTION ONE.

Section 1001 of the Ukiah City Code is hereby amended to read as follows:

§1001 MEMBERSHIP; APPOINTMENT

The Commission shall consist of ~~seven-five (75)~~ at large members who may reside within the City limits or outside the City limits but within the Ukiah Valley; provided, that a majority, i.e. three (3), of the ~~seven-five (75)~~ Commission members must reside within the City limits.

All members of the Commission shall be appointed by the City Council.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 1001 OF THE CITY CODE REGARDING MEMBERSHIP OF THE PUBLIC SPACES COMMISSION.**

The City Council of the City of Ukiah hereby ordains as follows

SECTION ONE.

Section 1001 of the Ukiah City Code is hereby amended to read as follows:

§1001 MEMBERSHIP; APPOINTMENT

The Commission shall consist of five (5) at large members who may reside within the City limits or outside the City limits but within the Ukiah Valley; provided, that a majority, i.e. three (3), of the five (5) Commission members must reside within the City limits.

All members of the Commission shall be appointed by the City Council.

SECTION TWO.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Professional Services Agreement with City of Ukiah to Perform Administrative Services.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Mayor Crane, various Councilmembers, and Sean White, Water Resources Director.

ATTACHMENTS:

1. UVBGSA Admin Services Agreement with City of Ukiah

Summary: Council will consider approval of Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) professional services agreement with City of Ukiah to perform administrative services.

Background: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) is a public agency formed to sustainably manage groundwater in the Ukiah Valley groundwater basin. The agency was formed in May 2017 and has a Board of Directors, an Technical Advisory Committee, and an Administrator. The County had retained a consultant to function as the Administrator.

In an effort to reduce costs and improve local control the County asked the City of Ukiah if it would be interested in performing administrative services for the GSA. After receiving feedback from City UVBGSA board members, the City prepared a proposal and cost estimate. The proposal and cost estimate were presented in concept at the October 10, 2024, GSA board meeting. At that meeting, the UVBGSA board directed County and City Staff to work together to develop a professional services agreement to perform administrative services for the GSA.

Discussion: Since receiving direction, City and County Staff have been working cooperatively to develop a professional services agreement. The final draft of the agreement was refined by counsel for the UVBGSA as well as City Attorney, David Rapport (Attachment 1).

The UVGSA approved the agreement at its January 9, 2025, meeting. If the agreement is approved by the City Council, City Staff will begin working with the UVBGSA and the consultant to become the Administrator. The transition to this role is anticipated to be complete by late Spring of 2025. The City's Chief Resilience Officer, Blake Adams, will serve as the UVBGSA General Manager. The City will receive approximately \$140,000 annually (depending on hours required) to perform tasks for the UVBGSA.

Staff recommends the approval of a professional services agreement (Attachment 1) between the City of Ukiah and the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) to perform administrative services.

Recommended Action: Approve Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) professional services agreement with City of Ukiah to perform administrative services.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Blake Adams, Chief Resiliency Officer; David Rapport, City Attorney

STRATEGIC PLAN (SP):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH
CITY OF UKIAH
TO PERFORM ADMINISTRATIVE SERVICES**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and CITY OF UKIAH, hereinafter referred to as “CITY”, entered into in Ukiah, California on _____, 2025 (“Effective Date”). UVBGSA and CITY may sometimes hereinafter be referred to as “Party”, or collectively as “Parties”.

RECITALS

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement, adopted on May 10, 2017, forming the Ukiah Valley Basin Groundwater Sustainability Agency (JPA), UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and

WHEREAS, the JPA was established to provide sustainable groundwater management in the Ukiah Valley groundwater basin pursuant to the Sustainable Groundwater Management Act (“SGMA”) (Part 2.74 of the California Water Code); and

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code) (“SGMA”), UVBGSA is in need of specialized, efficient, and cost-effective administrative services to administer the adopted Ukiah Valley Basin Groundwater Sustainability Plan; and

WHEREAS, in order to function in compliance with applicable law and achieve its objectives, the Parties mutually agree it is in each of their own best interests for CITY to provide such services on the terms and conditions set forth in this agreement, and CITY is willing to provide the same; and

WHEREAS, the Parties are contemplating a subsequent amendment to this Agreement to expand the scope of administrative services provided by CITY to include fiscal responsibilities, such as the CITY assuming responsibility for administering the roles of Treasurer and Controller of the UVBGSA.

NOW, THEREFORE, it is agreed that UVBGSA does hereby retain CITY to provide the administrative services described herein, and CITY accepts such engagements hereinafter specified in this Agreement.

[END OF RECITALS]

AGREEMENT

1. DEFINITIONS: Capitalized terms used in this Agreement shall have the same meaning as provided in Article I of the JPA, unless otherwise specified herein.

2. GENERAL TERMS AND CONDITIONS:

a. TERM: This Agreement shall commence on the Effective Date and remain in effect until terminated by either the Board or the CITY in writing. Termination shall occur not sooner than ninety (90) days after either Party gives written notice of termination. A different termination date may be established by mutual written agreement of the Parties. Upon termination of the Agreement by either Party, the CITY shall fully cooperate in the transition to another means of performing the services provided by CITY under this Agreement, provided that UVBGSa pays the CITY its actual and reasonable costs of such cooperation. Upon the termination of this Agreement the CITY shall have no authority, responsibility or liability for UVBGSa's continued operations.

b. INDEPENDENT CONTRACTOR:

- i. It is the express intention of the Parties that CITY is an independent contractor and not an employee, joint venturer, or partner of UVBGSa for any purpose whatsoever. UVBGSa shall have no right to and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by CITY under this Agreement, which are not policy decisions or do not require Board approval, and the general public and all governmental agencies regulating such activity shall be so informed.
- ii. Those provisions of this Agreement that reserve ultimate authority in UVBGSa 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 CITY or any of CITY's employees and UVBGSa.
- iii. CITY shall pay all estimated and actual federal and state 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 its employees.
- iv. CITY agrees to indemnify and hold UVBGSa 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 CITY, including the legal costs associated with defending against any audit, claim, demand or lawsuit.

- v. In carrying out the work contemplated herein, CITY shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered CITY's employees and not treated or considered in any way as officers, agents and/or employees of UVBGSa.
- vi. CITY does, by this Agreement, agree to perform its said work and functions at all times in strict accordance with all applicable federal, state and county laws, including ,but not limited to, laws applicable to California general law cities.

c. HOLD HARMLESS AND INDEMNITY:

- i. UVBGSa agrees to defend, indemnify, and save the CITY harmless from and against any and all claims, liability, damages or costs arising out of the decisions or directives of the Board. The CITY agrees to indemnify and defend UVBGSa from and against any claims, liability, damages or costs caused by the negligent acts, errors, omissions or willful misconduct of its officers or employees in performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by the CITY's officers, employees, or agents.
- ii. Each Party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the acts or omissions of its officers or employees. In such cases, each Party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs from each other.
- iii. Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.
- iv. As required by Section 9 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all

losses sustained by the Parties, subject to such workers compensation coverage.

- v. For purposes of this section, the terms “employee” or “employees” shall refer to and include employees, officers, agents, representatives, or subcontractors.
- vi. Notwithstanding the foregoing subsections i-v, no employee, officer, agent, representative, or subcontractor of any Party shall be considered an “employee” of the other Party for purposes of indemnification.

d. INSURANCE:

- i. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party’s indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency with limits as shown.
- ii. Workers’ Compensation. If the Party has employees, a program of Workers’ Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.
- iii. Comprehensive General and Automobile Liability Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
- iv. Additional Named Insured: All policies, and/or memoranda of coverage, except Workers’ Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of each Party’s performance hereunder.
- v. Policies Primary and non-Contributory: All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

e. CONFORMITY WITH LAW AND SAFETY:

- i. In performing services under this Agreement, CITY shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CITY shall indemnify and hold UVBGSA harmless from any and all liability, fines, and penalties from any of CITY's failure to comply with such laws, ordinances, codes and regulations.
- ii. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CITY's performance of this Agreement, CITY shall immediately notify UVBGSA by telephone. CITY shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CITY's sub-contractor, if any; and (3) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
- iii. CITY further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.

f. TAXES: CITY shall pay all taxes to which it is subject in the course of performing under this Agreement. UVBGSA shall pay taxes imposed on property acquired for it by CITY at the direction or with the approval of the Board or as the Parties otherwise agree with respect to a particular transaction or event.

g. OWNERSHIP OF DOCUMENTS: CITY hereby assigns UVBGSA an irrevocable license to use any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) prepared by CITY in performing services under this Agreement in which the CITY has any copyright or protected interest. UVBGSA's rights under this paragraph "g" shall not extend to any computer software used to create such Documents and Materials.

h. CONFLICT OF INTEREST: Each Party shall use its best efforts to inform the other Party of any actual or potential conflict of interest in their respective performance under this Agreement of which they become aware and shall endeavor in good faith to

mutually agree on measures to be taken to avoid or mitigate any such conflict that may arise.

- i. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
 - i. **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.
 - ii. **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - iii. **Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - iv. **Email:** When sent by email, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or overnight delivery, or (b) the receiving party acknowledges receipt. Any notice given by email shall be deemed received on the date it is received.

When the UVBGSA Board Chair or Counsel changes, the UVBGSA shall promptly notify the CITY in writing of the new contact information for notices purposes.

Addresses for purpose of giving notice are as follows:

To UVBGSA: Ukiah Valley Basin Groundwater Sustainability Agency
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA 95482
Attn: UVBGSA Board Chair
Email address: _____

UVBGSA Legal Counsel
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833
Attention: Holly Roberson, Shareholder
Email: hroberson@kmtg.com



To CITY: Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA 95482
Attn: City Manager
Email: ssangiacomo@cityofukiah.com

Ukiah City Attorney
Law Offices of Rapport and Marston
405 West Perkins St.
Ukiah, CA 95482
Email: drapport@cityofukiah.com

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any Party may change its postal or email address by giving the other Party notice of the change in any manner permitted by this Agreement.

- j. USE OF UVBGSA PROPERTY: CITY shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
- k. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CITY certifies that it will comply with all applicable federal, state, and local laws, rules and regulations pertaining to nondiscrimination in employment and grant administration. CITY represents that it also has its own equity policies, with which it complies.
- l. AUDITS; ACCESS TO RECORDS: CITY shall make available to UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to UVBGSA, and shall furnish to UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as UVBGSA may require with regard to any such expenditure or disbursement charged by the CITY.

CITY shall maintain full and adequate records of the actual costs incurred by the CITY in the performance of this Agreement. CITY shall retain records in compliance with its records retention schedule from June 5, 2019, and as may be amended from time to time, which were adopted via Resolution 2019-25. CITY shall immediately make such records available to the UVBGSA upon request.

- m. DOCUMENTS AND MATERIALS: CITY shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, related to performance of this Agreement. CITY's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA or CITY), and CITY shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CITY under this Agreement. Alternatively, the CITY may furnish all such Documents and Materials to UVBGSA, after which it shall have no further obligation to preserve such records.
- n. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- o. TERMINATION: Either Party may terminate this Agreement for cause upon 60 days written notification to the other Party.
- p. NON-APPROPRIATION: If UVBGSA should fail to appropriate or otherwise fail to make available funds sufficient to compensate the CITY for the agreed upon scope of services in accordance with this Agreement the CITY may suspend this Agreement only upon thirty (30) days written notice to UVBGSA. If the UVBGSA does not cure the insufficient appropriation at its next Board meeting after receipt of the notice of suspension, the CITY may initiate termination proceedings consistent with the terms of this Agreement. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CITY prior to UVBGSA's receipt of the notice of suspension. Notice shall be deemed effective upon receipt.
- q. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- r. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California, subject to the provisions of California Code of Civil Procedure section 394. If either Party exercises its right

under Section 394 to transfer the case to a neutral county, *in lieu* thereof, the Parties agree to request the appointment of an out of county Judge to hear the case in Mendocino County.

- s. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- t. ADVERTISING OR PUBLICITY: CITY shall not use the name of UVBGSa, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSa. For the avoidance of doubt, this term does not preclude the CITY from providing information about the UVBGSa on the CITY's website, including the CITY's role as a member and in providing services under this Agreement.
- u. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSa and CITY relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
- v. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
- w. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.
- x. ASSURANCE OF PERFORMANCE: If at any time UVBGSa has good objective cause to believe CITY may not be adequately performing its obligations under this Agreement or that CITY may fail to complete the Services as required by this Agreement, UVBGSa may request from CITY prompt written assurances of performance and a written plan acceptable to UVBGSa, to correct the observed deficiencies in CITY's performance. CITY shall provide such written assurances and

written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CITY acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

- y. **SUBCONTRACTING/ASSIGNMENT:** CITY shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.
 - i. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. Any agreement that violates this Section shall confer no rights on any Party and shall be null and void.
 - ii. CITY shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CITY and its subcontractors.
- z. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (paragraph "c"), Ownership of Documents (paragraph "g"), and Conflict of Interest (Paragraph "h"), shall survive termination or expiration for two (2) years.
- aa. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of 12 of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- bb. **INTELLECTUAL PROPERTY WARRANTY:** To the best of its knowledge, the CITY represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CITY PRODUCTS") to be provided or used by CITY in the performance of this AGREEMENT.
- cc. **ELECTRONIC COPIES:** The Parties agree that an electronic copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
- dd. **COOPERATION WITH UVBGSA:** CITY shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.
- ee. **PERFORMANCE STANDARD:** CITY shall perform all services hereunder in a manner consistent with the level of competency, care and skill ordinarily exercised by a person practicing in CITY's position under similar circumstances at the same time ("Standard of Care"). UVBGSA has relied upon the professional ability and training

of CITY personnel as assigned to perform the CITY's obligations under this Agreement as a material inducement to enter into this Agreement. CITY hereby agrees to provide all services under this Agreement in accordance with and Standards of Care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CITY's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of CITY's work is not in accordance with such level of competency and Standard of Care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require CITY to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require CITY to repeat the work at no additional charge until it is satisfactory; or (c) terminate this Agreement pursuant to the provisions of paragraph "o" (Termination) or (d) pursue any and all other remedies at law or in equity.

- ff. ALTERNATIVE DISPUTE RESOLUTION: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof ("Dispute"), the Parties mutually agree to act in good faith and to the best of their ability to take part and cooperate in the following three-step dispute resolution process, provided, however, that neither Party waives any provision of the California Tort Claims Act:
- i. **STEP ONE—NEGOTIATION**: Upon written notice of any Dispute that arises out of or relates to CITY's obligations to provide administrative services as described herein, the Parties shall attempt to resolve it promptly by negotiations between the Parties who have authority to settle the Dispute. This process should be completed within 30 days of such written notice ("Negotiation").
 - ii. **STEP TWO—MEDIATION**: If the Dispute cannot be resolved through Negotiation, the Parties agree first to make a good faith attempt to resolve the Dispute by mediation lasting at least one day before resorting to arbitration, litigation or any other dispute resolution procedure ("Mediation"). The process shall be confidential based on terms acceptable to the mediator.
 - iii. **STEP THREE—ARBITRATION**: Any Dispute not resolved through Negotiation or Mediation in accordance with Steps 1 and 2 shall be resolved by final and binding arbitration pursuant to the provisions of California Code of Civil Procedure, Section 1280 et seq.. The Parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes such as court action, which may provide a right to a jury trial and the opportunity to take witness testimony prior to such a proceeding, or administrative proceeding.

gg. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each Party shall be solely responsible for and bear its own attorneys' fees, regardless of which Party prevails.

3. GENERAL MANAGER SERVICES: Commencing on the Effective Date of this Agreement, CITY shall serve as the General Manager of the UVBGSA. In keeping with section 13.1 of the JPA, the Board will appoint _____ as General Manager. The holder of that position will remain the General Manager until the Board, with the agreement of the CITY's City Manager, makes a different appointment with written consent of the Board. The General Manager shall provide the following administrative services:

a. FISCAL AND CONTRACT MANAGEMENT:

- i. Prior to the commencement of each Fiscal Year, present a preliminary budget to the Board for consideration and by no later than June 15, submit a final budget for approval by the Board. The Parties may agree in writing and by mutual consent to alter this schedule.
- ii. Contract management, including vendor procurement and development and management of vendor and CITY contracts.
- iii. Invoice management, including monthly review and processing of vendor and CITY invoices.

b. PERFORM THE DUTIES OF THE GENERAL MANAGER TO THE UVBGSA:

- i. Prepare meeting materials including Board packets, staff reports, PowerPoint slide decks, and coordination of consultant deliverables for Board, Ad Hoc, and Technical Advisory Committee ("TAC") meetings.
- ii. Attend and facilitate four quarterly Board meetings and four quarterly TAC meetings per year.
- iii. Perform follow-up activities from Board meetings and TAC meetings to implement direction given by the Board or TAC.

c. PERFORM THE DUTIES OF CLERK TO THE BOARD:

- i. Preparation of meeting notices and agendas in compliance with the Brown Act, for legal counsel review as needed.
- ii. Preparation of action minutes from the meetings and other documents requiring Board approval.

- iii. Performing follow-up administrative tasks, including posting information to the UVBGSA website and implementing direction given by Board and committee members.
 - iv. Act as the custodian of UVBGSA records created after the Effective Date and secure documents existing prior to the Effective Date that can be reasonably located, with copies to legal counsel.
- d. PROVIDE STAFF SERVICES FOR TECHNICAL ADVISORY COMMITTEE (TAC) MEETINGS:
 - i. Prepare meeting materials, including preparation and posting of agendas and agenda materials in compliance with the Brown Act.
 - ii. Attend meetings and provide clerical services during the meeting, including recordation of the meetings, record actions taken, manage remote participation, if available via Zoom or similar technology.
 - iii. Follow-up administrative tasks, including preparation of action minutes.
- e. OVERSEE GROUNDWATER SUSTAINABILITY PLAN ("GSP") IMPLEMENTATION:
 - i. Direct technical Consultants, including management of each of the UVBGSA's technical Consultants assigned to perform specific GSP implementation tasks. Work with technical consultants, including, but not limited to, Larry Walker and Associates, Hansford Environmental Consulting, Mendocino County Resource Conservation District, and the California Land Steward Institute. Prepare or oversee the 5-year update to the GSP.
 - ii. Review well permit applications and coordinate with the county as needed.
 - iii. Miscellaneous support for meetings, as necessary.
 - iv. Annual report and project management action ("PMA") coordination, including oversight of the technical Consultant hired by UVBGSA who is responsible to prepare the annual report and develop an implementation plan for future PMAs.
 - v. Coordination with the UVBGSA's legal counsel, including support to and coordination with UVBGSA legal counsel on all legal matters related to the UVBGSA, including, but not limited to, Form 700 compliance, coordinating compliance with executive orders, state and federal law and policy,

resolution development, required trainings for Board members, contracting, and, in consultation with UVBGSA legal counsel, answering legal questions from the Board.

f. STAKEHOLDER OUTREACH AND COMMUNICATION:

- i. External communications, including reviewing and responding to public inquiries by email and phone.
- ii. Develop outreach materials, including preparing materials to facilitate stakeholder outreach and communications.
- iii. Conduct outreach meetings, as necessary, to communicate important UVBGSA activities.

g. WEBSITE AND EMAIL MAINTENANCE, including the direct costs and associated administrative effort to maintain the website hosting plan, UVBGSA email account, and phone service hosting.

h. ADMINISTRATION AND MANAGEMENT OF RATE AND FEE STUDY IMPLEMENTATION:

- i. Support and coordination for rate and fee implementation, including coordination with and support to UVBGSA CITY on the fee implementation, non-appeal related corrections in billings, coordinating with the county as necessary, and coordinating with water purveyors.
- ii. Appeals, including administrative work to support the fee appeal process, in coordination with the fee consultant and legal counsel, as necessary.
- iii. Direct billing of annual fees.

i. GRANT ADMINISTRATION, including all coordination and administrative duties associated with grant management, billing, and reporting. Coordinate with legal counsel on grant compliance as needed. If directed by the Board, research grant opportunities for the UVBGSA, apply for grants, and manage funded grants.

4. OTHER SERVICES: When mutually agreed by the Parties as directed by the Board via Resolution, and/or by an amendment to this Agreement, CITY will provide Other Services to UVBGSA including other professional services as agreed upon pursuant to such subsequent agreements.

5. PAYMENT FOR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT:

- a. ANNUAL COMPENSATION: The annual UVBGSA budget proposed by the CITY and approved by the Board shall include compensation to the CITY for the services provided under Section 2 of this Agreement.

Within thirty (30) days after the end of each quarter of the Fiscal Year, UVBGSA will remit twenty-five (25%) percent of the annual budgeted Compensation to the CITY and any additional amount needed if the budgeted amount is amended by the Board.

- b. TIME TRACKING: The CITY shall implement a “project code” for time spent on implementation of the tasks it performs pursuant to this Services Agreement on an hourly basis. The CITY and the Board shall review the quarterly payments once per year to determine if the costs are exceeding the budgeted amount, and to determine if a budget amendment is necessary.

- c. PAYMENT FOR OTHER SERVICES: Unless a different rate is stipulated at the time, if Other Services are requested by UVBGSA, the CITY will charge UVBGSA for staff services according to the CITY’s Charge Out Rate Schedule which is updated annually, or at the same rate that it pays for such services to outside third parties. The CITY will bill for these services on a quarterly basis and payment for the services provided in any quarter is due no later than thirty (30) days after presentation of such quarterly invoice to the UVBGSA Board, and approval by the Board, at a regularly scheduled Board meeting. The CITY will also be eligible for any dedicated administration reimbursements from grants awarded to the UVBGSA that are allowable expenses in the administration of activity delivery for the corresponding grant, except to the extent the annual UVBGSA budget compensated the CITY for services covered by said administration reimbursements.

CITY OF UKIAH

By: _____

Date: _____

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____

Holly Roberson, General Counsel

Ukiah Valley Basin Groundwater Sustainability Agency

APPROVED AS TO FORM

By: _____

David Rapport

City of Ukiah City Attorney



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Crane and Various Councilmembers

ATTACHMENTS:

1. 2025 City Council Special Assignments and Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

The City Attorney's Office and staff have completed review of the conflict of interest and other assignment questions from the last meeting. No conflicts or issues were identified and the following changes can be considered by the Mayor/Council:

1. Mendocino County 2nd District Liaison: Criss (primary) / Rodin (alternate)
2. Mendocino Youth Project JPA Board of Directors: Criss (primary) / Lieutenant Brazill (alternate)
3. The alternate seat for the City of Ukiah on the Ukiah Advisory Board is currently vacant and an appoint can be considered for that position. Vice Mayor Sher currently serves as the primary on the Board for the City of Ukiah.

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): N/A

Approved: 
Sage Sangiacomo, City Manager

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 Criss - 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 - Community Services Department Staff Orozco - 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	Neil Davis	Neil Davis, Community Services Director; 467-5764 ndavis@cityofukiah.com
Sun House Guild ex officio							2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco, Sher 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 N/A - 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 (Mayor - Primary; Vice Mayor - Alternate)	Mayor Crane Vice Mayor Sher	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	Crane Rodin - 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 N/A - 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	Criss 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 N/A - 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 Criss - 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	Orozco, Criss 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 (GRTA)	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 Sher - 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	Orozco Criss - 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 9291 Old Redwood Hwy, #400 Windsor, CA 95492 707-838-1000		Russian River Watershed Association 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rwwatershed.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/Criss	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 Alternates: Criss	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

2025 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Annexation Applications	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/Criss	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>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
Downtown Zoning code	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Tourism Advisory Committee	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com