



City Council
Special and Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
February 19, 2020 - 5:00 PM

5:00 - BUDGET WORKSHOP

- a. Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2019-20 and Review of Draft Objectives for Fiscal Year 2020-21.
Recommended Action: Council to receive the mid-year budget report for fiscal year 2019-20 and review, consider, and discuss updates on stated objectives for the 2019-20 fiscal year. In addition, the Council will review preliminary draft objectives for the Fiscal Year 2020-21.
Attachments: None

6:00 - REGULAR MEETING

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**

URGENCY ITEM

- a. Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.
Recommended Action: Staff will provide an update on the current status of refunding of the 2006 Wastewater Revenue Bonds and Council will have the opportunity to consider new or additional direction as may be deemed warranted.
Attachments: None

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

- 3.a. Proclamation of the Ukiah City Council Recognizing March as Women's History Month.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing March as Women's History Month.
Attachments:
1. Proclamation - Women's History Month
 2. Flyer - Women's History Gala

- 3.b. Proclamation Recognizing American Legion Lewis White Post 76 Centennial Day.
Recommended Action: Issue a proclamation recognizing American Legion Lewis White Post 76 Centennial Day.

Attachments:

1. Proclamation - Centennial Day

- 3.c. Presentation Regarding Growth of Transient Occupancy Tax Revenue

Recommended Action: Receive presentation

Attachments:

1. Flyer Ukiah TOT Increase

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the February 5, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of February 5, 2020, a Regular Meeting, as submitted.

Attachments:

1. February 5, 2020, Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- 7.a. Report of Disbursements for the Month of January 2020.

Recommended Action: Approve the Report of Disbursements for the Month of January 2020.

Attachments:

1. January 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. January 2020 Disbursement Detail

- 7.b. Adoption of Resolution to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event.

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

Attachments:

1. Attachment_1_Local_Emergency_City_of_Ukiah
2. Attachment 2 Local Emergency City of Ukiah
3. Attachment 3 Local Emergency City of Ukiah
4. Attachment 4 Local Emergency City of Ukiah
5. Attachment 5 Local Emergency City of Ukiah
6. Attachment 6 - Local Emergency City of Ukiah
7. Attachment 7 Local Emergency City of Ukiah
8. Attachment 8 -Local Emergency City of Ukiah
9. Attachment 9 Local Emergency City of Ukiah
10. Attachment 10 Local Emergency City of Ukiah
11. Attachment 11 Local Emergency City of Ukiah
12. Attachment 12 Local Emergency City of Ukiah
13. Attachment 13 Local Emergency City of Ukiah
14. Attachment14 Local Emergency City of Ukiah
15. Attachment 15 Local Emergency City of Ukiah

- 7.c. Delegate City Manager Authority to Negotiate and Approve Assignment of the License Agreement with AT&T and Sublicense Agreements, Including an Agreement with Verizon Wireless for Ground Space Use.

Recommended Action: Authorize the City Manager to negotiate and approve an assignment of the AT&T License Agreement for the Cell Tower and Equipment Shelter at the Civic Center to Octagon Towers, LLC and delegate authority to the City Manager to negotiate and approve sublicense agreements for cell tower space, including a proposed sublicense to Verizon Wireless, and to negotiate and execute an associated agreement with Verizon for ground space use.

Attachments:

1. Verizon Site License Agreement DRAFT
2. ATT New Cingular Wireless Agreement

- 7.d. Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

Attachments:

1. Notice of Completion-Spec17-12

- 7.e. Adoption of Resolution Approving Records Destruction.
Recommended Action: Adopt resolution authorizing the destruction of 44 boxes of outdated documents.
Attachments:
1. Resolution with Exhibit A
- 7.f. Award a Three-Year Agreement for Electric Utility Line Tree Trimming throughout the City of Ukiah's Electric Utility System to Family Tree Resource, Inc. (EUD)
Recommended Action: Waive the bid irregularity and award a three-year agreement for electric line tree trimming throughout the City of Ukiah's Electric Utility system to Family Tree Resource, Inc.
Attachments:
1. Tree Trimming RFB
 2. Wright Tree Bid
 3. Family Tree Bid
 4. Bid Results 2019-2020 Tree Trimming
- 7.g. Award the Purchase of a Manta All-In-One Protective Relay Tester to Associated Power Solutions, (APS) in the Amount of \$63,794.88 (EUD).
Recommended Action: Award the purchase of a Manta All-In-One Protective Relay Tester in the amount of \$63,794.88 to Associated Power Solutions, (APS).
Attachments:
1. Associated Power Solutions Bid
 2. Bid Tab Relay Test Sets
- 7.h. Authorize the City Manager to Negotiate and Enter into an Agreement with the US Army Corps of Engineers for an Easement to Construct a Storage Facility on the Lake Mendocino Hydroelectric Plant Property. (EUD)
Recommended Action: Authorize the City Manager to negotiate and enter into an Easement Agreement with the US Army Corps of Engineers (USACE) for the construction of a storage facility on the Lake Mendocino Hydro Plant property.
Attachments:
1. Hydro Storage Building Easement
- 7.i. Authorize the City Manager to Execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to Finance the Purchase of a Skeeter Type V Wildland Fire Engine, and Approve Corresponding Resolution.
Recommended Action: Authorize the City Manager to execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of a Skeeter Type V Wildland Fire Engine, and approve corresponding Resolution.
Attachments:
1. Resolution - rev. 2/17/20
 2. City of Ukiah - Document Package

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

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

Attachments:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees (2)

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- 12.a. Possible Adoption of Ordinance Amending City Parks and Recreation Facilities to Include the Great Redwood Trail and the Outdoor Grounds of the Civic Center.

Recommended Action: Adopt an Ordinance amending Chapter 12, in Division 1 of the City Code to regulate use of the Great Redwood Trail and Outdoor Grounds of the Ukiah Civic Center as city parks.

Attachments:

1. Great Redwood Trail Park Ordinance Redline
2. Great Redwood Trail Park Ordinance Clean

- 12.b. Award a Contract for the Downtown Streetscape and Road Diet, Specification #19-18, to Ghilotti Construction in the Amount of \$6,448,215.95 and Approve Corresponding Budget Amendment.

Recommended Action: Award a contract for the Downtown Streetscape and Road Diet, Specification #19-18 to Ghilotti Construction in the amount of \$6,448,215.95 plus City Engineer approved change orders up to 10% of the original Bid, \$644,822, for a total of \$7,093,037.54 and associated budget amendment.

Attachments:

1. Bid Results - Downtown Streetscape and Road Diet Project - Spec 1819-173
2. Ghilotti Bid - Streetscape Road Diet Project
3. Ukiah Streetscape - Opinion of Cost Breakdown - FINAL
4. 12b Correspondence Received - Roy Krausen
5. 12b Correspondence Received - Neil Davis
6. 12b Correspondence Received - Tom Zimlich
7. 12b Correspondence Received - Kathie Godec
8. 12b Correspondence Received - Bill Taylor
9. 12b Correspondence Received - Mark Winkler
10. 12b Correspondence Received - Dan Hollbrook
11. 12b Correspondence Received - Suzanne Pletcher

- 12.c. Award a Contract for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc., in the amount of \$3,934,856.50.

Recommended Action: Award a contract for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc. in the amount of \$3,934,856.50, plus City Engineer approved change orders up to 10% of the original Bid \$393,486 for a total of and associated budget amendment \$4,328,342.

Attachments:

1. Bid Results - Spec 2019-17 Downtown Utility Upgrade & Electric Undergrounding
2. Wahlund Bid - Spec 2019-17

13. NEW BUSINESS

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

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments

- 13.b. Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

Recommended Action: Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

Attachments: None

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

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d))
A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)) Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 2)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogogether Solutions
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

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

95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

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



AGENDA SUMMARY REPORT

SUBJECT: Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2019-20 and Review of Draft Objectives for Fiscal Year 2020-21.

DEPARTMENT: Finance **PREPARED BY:** Daphine Harris, Management Analyst
PRESENTER: Dan Buffalo, Finance Director and Daphine Harris, Finance Management Analyst.

ATTACHMENTS:

None

Summary: Council will receive a presentation that will cover the financial activities and position of all City governmental and proprietary (enterprise and internal service) funds through December 31, 2019. Council also will receive updates from select departments on 2019-20 accomplishments and future objectives. These departments include City Manager's Office, Community Development, and Electric.

Background: Regular reporting on the financial results of the City is a standing objective for the Finance Department. This presentation is designed to be brief but informative, reporting on the financial activities - including budget-to-actual results - and ending positions of all City governmental and proprietary funds as of December 31, 2019.

As part of the mid-year review of the current budget year and development of the budget for next year, each City department scheduled for presentation will present their individual budget information through December 31, 2019, progress on stated budget objectives for the current year, and plans for the next fiscal year and beyond. Every department has been scheduled and will present over the course of February, March and April.

Discussion: Departments presenting at this meeting are the City Manager's Office, Community Development and Electric Utility Department. The mid-year summary can be found on the OpenGov platform link:

2019-20 Second Quarter Report:

<https://stories.opengov.com/ukiahca/published/jF8o05DnR>

Midyear Review of 2019-20 Department Objectives and Accomplishments and Review of Draft 2020-21 Department Objectives (Note- This is an active draft document and departments will continue to make minor revisions through 2/18):

<https://stories.opengov.com/ukiahca/published/inP-Gb9-0>

Recommended Action: Council to receive the mid-year budget report for fiscal year 2019-20 and review,

consider, and discuss updates on stated objectives for the 2019-20 fiscal year. In addition, the Council will review preliminary draft objectives for the Fiscal Year 2020-21.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing March as Women's History Month.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Councilmember Mulheren.

ATTACHMENTS:

1. Proclamation - Women's History Month
2. Flyer - Women's History Gala

Summary: Council to issue a proclamation recognizing March as Women's History Month.

Background: The City celebrates and honors women and their contribution to our community annually during the month of March. In March of 1983, the first Women's History Gala Celebration in Mendocino County was held at the Anderson Valley High School. Thereafter, each year it has been held in the City of Ukiah with the March 1st Celebration marking its 37th anniversary.

Discussion: At the February 19, 2020, Regular Meeting, the City Council will issue a Proclamation (Attachment 1) recognizing March as Women's History Month. Additionally, the public is invited to attend the 37th Annual Women's History Gala Celebration on March 1st at 12:30 p.m. at the Saturday Afternoon Clubhouse, 107 S. Oak Street, Ukiah (Attachment 2). Women honored who embody this year's theme, "Visionary Women: Champions of Peak and Nonviolence" are Antonina "Annie" Esposito, Maggie Norton, and Madge Strong. The program will be highlighted with poetry and song to include past and present women Ukiah Poets Laureate: Linda Noel, Theresa Whitehill, and Roberta Werdinger and music groups: Breath, Inland Valley Women's Chorus, Raging Grannies, and Rhapsodiva as well as story dancer, Nori Dolan. Refreshments and a Silent Auction will complete the program. Everyone is welcome.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing March as Women's History Month.

BUDGET AMENDMENT REQUIRED: N/A

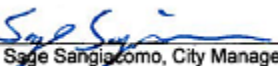
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Councilmember Mulheren and Lynda McClure, Chair - 37th Annual Women's History Gala Celebration

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION

CITY OF UKIAH

RECOGNIZING MARCH 2020 AS “WOMEN’S HISTORY MONTH” IN THE CITY OF UKIAH

WHEREAS, in March 1983 the first Women’s History Gala Celebration in Mendocino County was held in the Anderson Valley High School, thereafter, each year it has been held in the City of Ukiah, the seat of Mendocino County, with the celebration this year marking its 37th anniversary; and

WHEREAS, the Mendocino Women’s Political Coalition (MWPC) and the American Association of University Women-Ukiah are the co-sponsors of the Women’s History Gala Celebration to take place on Sunday, March 1, 2020 at the Saturday Afternoon Clubhouse. The public is invited to attend; and

WHEREAS, the aforementioned women’s organizations continue to work to increase and acknowledge the roles of women at all levels of community and public service, and to become knowledgeable about issues that affect their equality and to foster networks that extend and expand the creative, social, and political strength of women; and

WHEREAS, promoting and celebrating the equality and achievements of all women continue to be at the core of the 2020 celebration of Women’s History Month, the tradition of the annual Women’s History Gala Celebration is to recognize and honor particular women who exemplify each year’s designated theme for contributions in their communities through their fields of work; and

WHEREAS, “Valiant Women of the Vote” is the theme for this year’s event celebrating the women who have fought for a woman’s right to vote in the United States and the 100th year passage of the 19th amendment to the United States Constitution officially giving women that right. The 2020 theme also recognizes the intersecting forms of discrimination women have faced, and continue to face, throughout American history and celebrates the diverse women who have fought, and continue to fight, discrimination at all level and in all forms; and

WHEREAS, the women to be honored at the 37th Annual Women’s History Gala Celebration who embody this year’s theme are Jackie Orozco, Barbara Bristol and Carrie Durkee with each being recognized for their work of strengthening the vote.

THEREFORE BE IT RESOLVED that the City Council of the City of Ukiah, hereby proclaims March 2020, as.

“Women’s History Month in Mendocino County”

***Signed and sealed, this 19th day of February
in the year Two Thousand and Twenty.***

*Douglas F. Crane
City Council, Mayor*

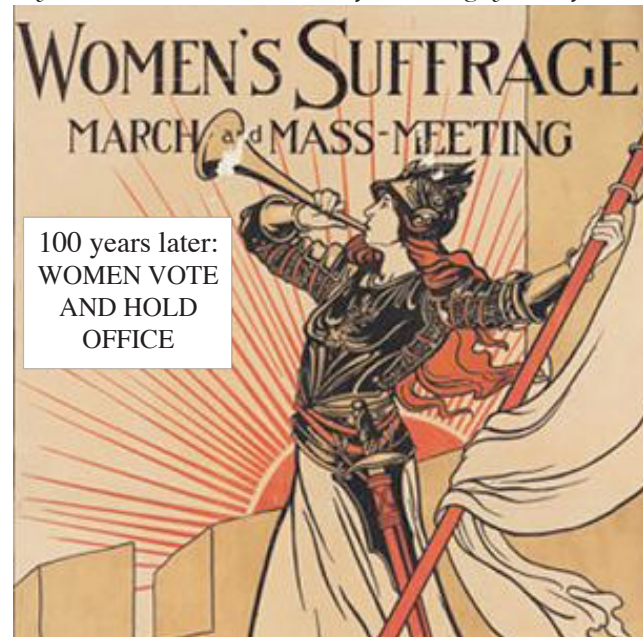
SAVE THE DATE * SAVE THE DATE * SAVE THE DATE
 SUNDAY, MARCH 1, 2020
 at the Saturday Afternoon Clubhouse in Ukiah
 (Doors open at noon; program from 1 - 2:30)
 37th ANNUAL WOMENS HISTORY GALA
 "VALIANT WOMEN OF THE VOTE"

Women's History Month began as a local celebration in Santa Rosa, California. The Education Task Force of the Sonoma County (California) Commission on the Status of Women started the "Women's History Week" celebration in 1978. The organizers picked the week of March 8 to correspond with International Women's Day. The movement spread across the country as other communities initiated their own Women's History Week celebrations the following year. (from womenshistory.org)

The Mendocino Women's Political Coalition will hold its 37th annual celebration of women. 2019 marked the centennial of women risking their well-being to win the right to vote; and the National Women's History Alliance designated this March's events: Valiant Women of the Vote.

In the Mendocino gala look for inspiring essays from our young women students on the importance of women's right to vote. Several Mendocino women will be recognized for their work strengthening the vote - please stay tuned for information on how to nominate your local She-ro. And, of course, local women singers and musicians will infuse the gala with song.

Women's suffrage poster, 1907-1918. Courtesy of Schlesinger Library





AGENDA SUMMARY REPORT

SUBJECT: Proclamation Recognizing American Legion Lewis White Post 76 Centennial Day.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Crane

ATTACHMENTS:

1. Proclamation - Centennial Day

Summary: The City Council will consider issuing a proclamation recognizing American Legion Lewis White Post 76 Centennial Day.

Background: American Legion Lewis White Post 76 has been a staunch advocate for veterans and their families since 1920. The American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth. The American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill.

Lewis White Post 76 has fulfilled the Legion's mission since 1920 through programs such as: Annual sponsorship of two high school boys to attend a week long "Boys State" American govt. educational camp; Two college scholarships of \$500; Contribution to our "Ukiah Veterans Emergency Fund;" Contribution of financial support and adult leadership to our local Scouting program in support of local scout units; Support for the "State Street Flags" program; Patriotic Holiday ceremonies and events; and Local school patriotic history and flag etiquette instruction

Discussion: In honor of Post 76, which is celebrating its centennial in 2020, the City Council will consider issuing a proclamation (Attachment 1) recognizing American Legion Lewis White Post 76 Centennial Day.

Recommended Action: Issue a proclamation recognizing American Legion Lewis White Post 76 Centennial Day.

BUDGET AMENDMENT REQUIRED: N/A

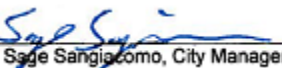
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Crane and Ralph Paulin, Commander.

Approved: 
Sage Sangiacomo, City Manager

P Proclamation

CITY OF UKIAH

CENTENNIAL DAY PROCLAMATION

WHEREAS, American Legion Lewis White Post 76 has been a staunch advocate for veterans and their families since 1920; and

WHEREAS, The American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth; and

WHEREAS, The American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill; and

WHEREAS, Lewis White Post 76 has fulfilled the Legion's mission since 1920 through programs such as: Annual sponsorship of 2 high school boys to attend a week long "Boys State" American govt. educational camp; Two college scholarships of \$500; Contribution to our "Ukiah Veterans Emergency Fund" ; Contribution of financial support and adult leadership to our local Scouting program in support of local scout units ; Support for the "State Street Flags" program; Patriotic Holiday ceremonies and events; and Local school patriotic history and flag etiquette instruction; and

WHEREAS, Post 76 is celebrating its centennial in 2020.

THEREFORE BE IT RESOLVED, I Douglas Crane, Mayor of the City of Ukiah, California, do hereby proclaim March 1, 2020 as

"American Legion Lewis White Post 76 Centennial Day."

***Signed and sealed, this 19th day of February
in the year Two Thousand and Twenty.***

*Douglas F. Crane
City Council, Mayor*



AGENDA SUMMARY REPORT

SUBJECT: Presentation Regarding Growth of Transient Occupancy Tax Revenue

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley, Deputy City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Flyer Ukiah TOT Increase

Summary: Due in large part to the efforts of Ukiah's visitor attraction program, the Transient Occupancy Tax revenue in Ukiah has tripled. City Staff will provide a summary of the dramatic growth of the tourism industry in Ukiah.

Background: In 2007, Ukiah residents voted to increase the transient occupancy tax (TOT) from 8% to 10% in order to create a mechanism for funding the promotion of tourism to the Ukiah area. The Chamber of Commerce was designated as the administrative agency for those funds until 2011, when City of Ukiah staff assumed responsibility for the program, along with a task force of community volunteers who represent various segments of the tourism industry. At that time, the program was named "Visit Ukiah." Staff led extensive branding research and discovery efforts, as well as the development of a visitor-oriented website and event calendar, brochures, maps and more.

Advertisements were strategically placed in magazines and visitor guides, and the Ukiah area was represented as trade shows for tourism, outdoor recreation, wedding destinations, and more.

Discussion: The result of these efforts have been tremendous. Since 2011, TOT revenue has tripled, earning over \$1.5 million for the City's General Fund and nearly \$200,000 per year for the Grace Hudson Museum and the Visit Ukiah program. 2019's revenue was 26% higher than the prior year and the largest increase to date. The remarkable growth of Ukiah's tourism market is noteworthy, and has significantly outperformed other local and regional markets. (See Attachment 1 for additional info.)

Though TOT revenue is tracked through the lodging establishments within the city limits only, tourism produces an expansive multiplier effect within the community; restaurants, gas stations, retail shops, business services and more also benefit from increased tourism. In fact, in Mendocino County, the tourism industry employs roughly 6,900 people and generates \$482.2 million in travel spending.

The strength of Ukiah's tourism base is its diversity. The weekday traffic is largely composed of business travel, which is nearly as heavy as the weekend leisure travel. This is largely because Ukiah is an ideal hub for businesses that have Bay Area, Sacramento area, coastal and north county presences; the Conference Center is the epicenter for these gatherings and a critical asset for Ukiah. At the same time, leisure tourism has expanded rapidly, as has Ukiah's reputation as a wedding destination.

In July of 2019, after roughly 18 months of strategic discussions and community input, City Staff worked to transition the Visit Ukiah program to the Greater Ukiah Business and Tourism Alliance—the merger of the Ukiah Main Street Program, the Greater Ukiah Chamber of Commerce, and Visit Ukiah. Staff remains

involved in the board and in the general oversight of the program.

While no longer managing the day-to-day operations of Visit Ukiah, City of Ukiah Economic Development Staff will continue to play an active role in developing and improving the lodging and tourism industry in Ukiah.

Recommended Action: Receive presentation

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

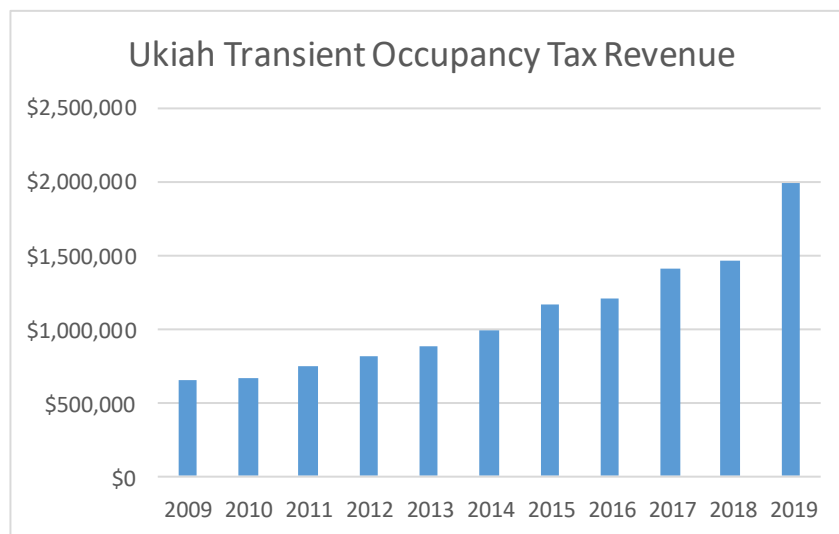
COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

Ukiah Transient Occupancy Tax Revenue Triples in Eight Years

TOURISM GENERATES REVENUE, JOBS FOR COMMUNITY

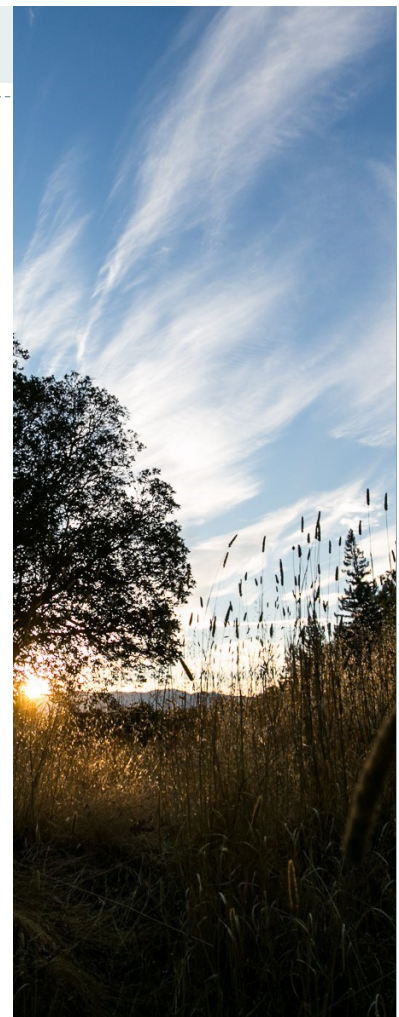
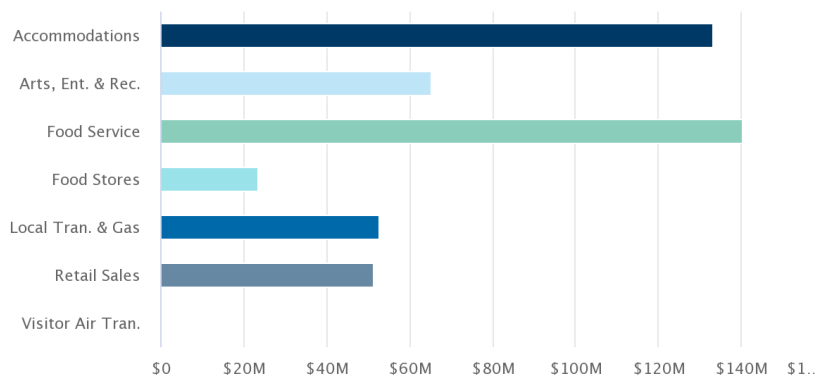
Ukiah's Transient Occupancy Tax (TOT) program, Visit Ukiah, delivers results. Revenues have more than tripled since the program was created, and are now generating nearly \$2 million per year. The largest year-over-year increase was last year, at a staggering 26%.



TOURISM'S MULTIPLIER EFFECT

While the City tracks TOT through just lodging receipts, the benefits of a thriving tourism industry are far more widespread. The chart below depicts where travel dollars are spent in addition to lodging in Mendocino County.

Mendocino County Travel Spending by Industry Segment



BY THE NUMBERS: TRAVEL SPENDING IN MENDOCINO COUNTY

\$482.2 million

Total travel spending in County

\$43.7 million

State and Local tax revenue

6,900

Residents employed in the
hospitality industry



**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
February 5, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on February 5, 2020, having been legally noticed on January 31, 2020. Mayor Crane called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Dan Buffalo, Finance Director (*Pro-tem City Manager*); David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Orozco.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. 2019/20 Ukiah On Ice; Presentation and Sponsor Appreciation.

Presenter: Jake Burgess, Recreation Supervisor.

Presentation was received and certificates of appreciation distributed.

b. Presentation Regarding the Status of the Great Redwood Trail – Ukiah.

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Public Comment:

Presentation was received.

c. Presentation of City's Audited Comprehensive Annual Financial Report (CAFR) and Audit Reports for the Year Ended June 30, 2019

Presenter: Dan Buffalo, Finance Director.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Approval of the Minutes for the January 15, 2020, Regular Meeting.
- b. Approval of the Minutes for the January 16, 2020, Special Meeting.
- c. Approval of the Minutes for the January 29, 2020, Special Meeting.
- d. Approval of the Minutes for the January 29, 2020, Special Joint Meeting with Planning Commission.

Motion/Second: Brown/Mulheren to approve Minutes of January 15, 2020, a regular meeting, Minutes of January 16, 2020, a special meeting, Minutes of January 29, 2020, a special meeting, and Minutes of January 29, 2020, a special joint meeting with Planning Commission, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of December 2019 – *Finance*.
- b. Approve Amendment 2 (COU No. 1819-165-A2) to Melton Design Group Landscape Architects & Planners Riverside Professional Services Agreement for the Riverside Park Regeneration Project – *Community Services*.
- c. Report of Disposition of Surplus Materials, Used Equipment, and Supplies – *Finance*.
- d. Approve Budget Amendments for the Advanced Planning Fund 315 for Expenditures Related to the State of California Department of Housing and Community Development Senate Bill 2 Planning Grants Program – *Finance*.
- e. Adoption of Resolution (2020-08) Approving Records Destruction – *City Clerk*.
- f. Award Purchase Order for Schloss Pin Rack Assembly to Smith & Loveless, Inc., Lenexa KS, in the amount of \$65,761.07 for Parts to Repair the Bar Screen Assembly at the Wastewater Treatment Plant – *Water Resources*.
- g. Notification of Emergency Purchase to Rain for Rent of Woodland, CA for Pumps, Pipe and Miscellaneous Item for the Discharge of Effluent at the Wastewater Treatment Plant in the Amount of \$38,302.26 and Authorize Additional Monthly Rentals – *Water Resources*.
- h. Adoption of an Ordinance to Adopt the 2019 California Fire Code as Amended – *Fire*.

ORDINANCE NO. 1198

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1, 2, AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE, TO ADOPT THE 2019 EDITION OF THE CALIFORNIA FIRE CODE, INCLUDING ADDITIONS OR AMEDEMEMENTS, AS WELL AS NFPA 1 CHAPTER 38 THERETO TO ADDRESS LOCAL CONDITIONS.

- i. Consideration of Awarding Bid for Purchase of Four (4) Cisco 9300 and One(1) Cisco 9200 Switch and Accessories in the Amount of \$54,399.33 from SHI International – *Information Services*.
- j. Consideration of Awarding Bid for Purchase of One (1) 2020 Dodge Durango Pursuit AWD and Up Fitting Service and Accessories in the Amount of \$55,361.68 from Thurston CJDR – *Police*.
- k. Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees – *Water Resources*.

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

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

Public Comment: Raymond Chadwick – Measure A; and John McCowen, Mendocino County 2nd District Supervisor – Marbut Report and homeless issue.

9. **COUNCIL REPORTS**

Presenters: Councilmembers Scalmanini and Brown.

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

No reports were received.

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

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

a. **Possible Introduction by Title Only of Ordinance Amending City Parks and Recreation Facilities to Include the Great Redwood Trail and the Outdoor Grounds of the Civic Center.**

Presenter: Darcy Vaughn, Assistant City Attorney.

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

Motion/Second: Mulheren/Brown to introduce the revised Ordinance and discussed modification – to amend section 19.66 Q to state, “The Great Redwood Trail: situated within the city limits within the easement granted by the North Coast Railroad Authority – by title only, with a one-year review. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 12 IN DIVISION 1 OF THE CITY CODE TO REGULATE USE OF THE GREAT REDWOOD TRAIL AS A CITY PARK.

Motion/Second: Mulheren/Brown to introduce the revised Ordinance amending Chapter 12, in Division 1 of the City Code to regulate use of the Great Redwood Trail and Outdoor Grounds of the Ukiah Civic Center as city parks. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

No reports were received.

14. **CLOSED SESSION**

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

(Government Code Section 54956.9(d))

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

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

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

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

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogther Solutions

Under Negotiation: Price & Terms of Payment

g. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No report out was received.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 7:31 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of January 2020.

DEPARTMENT: Finance **PREPARED BY:** Candice Rasmason, Accounts Payable
PRESENTER: Consent Item

ATTACHMENTS:

1. January 2020 Summary of Disbursements
2. Account Codes for Reference
3. Object codes for Reference
4. January 2020 Disbursement Detail

Summary: The Council will review and approve the Report of Disbursements for the month of January 2020.

Background: Payments made during the month of January 2020 are summarized on the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the five (5) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3036281-3036309; 3036310-3036439; 3036440-3036607; 3036608-3036700; 3036701-3036792

Accounts Payable Wire Transfers: N/A

Payroll Check Numbers: 507724-507765; 507766-507798; 507799-507821

Payroll Manual Check Numbers: N/A

Direct Deposit Numbers: 96715-96938; 96939-97162; 97163-97375

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3035808, 3036288, 3028839

Void Direct Deposit Numbers: N/A

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

Attachment #1: January 2020 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: January 2020 Disbursement Detail

Recommended Action: Approve the Report of Disbursements for the Month of January 2020.

BUDGET AMENDMENT REQUIRED: N/A

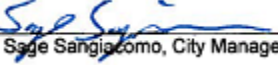
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

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

Attachment 1

FUNDS:

100	General Fund	\$397,559.84	700	Sanitary Disposal Site Fund	\$32,353.72
105	Measure S General Fund		701	Landfill Corrective Fund	
110	Special General Fund		702	Disposal Closure Reserve Fund	
120	Streets Capital Improvement	\$74,157.22	704	Post Closure Fund - Solid Waste	\$0.00
201	Worker's Comp Fund	\$302,635.28	720	Golf Fund	\$3,633.48
202	Liability Fund		730	Conference Center Fund	\$8,483.67
203	Garage Fund	\$5,289.17	750	Visit Ukiah	\$32,437.00
204	Purchasing Fund	\$4,117.38	777	Airport Fund	\$44,104.55
205	Billing & Collections Fund	\$22,853.59	778	Airport Capital Improvement Fund	\$2,344.00
206	Public Safety Dispatch Fund	\$5,182.29	779	Special Aviation Fund	
207	Payroll Posting Fund	\$273,378.12	800	Electric Fund	\$979,712.56
208	Building Maintenance/Corp Yard Fund	\$29,234.48	801	Electric Capital Reserve Fund	\$16,517.79
209	IT Fund	\$22,612.44	803	Lake Mendocino Bond Reserve	
220	Equipment Reserve Fund		805	Street Lighting Fund	\$9,085.32
249	City Housing Bond Proceeds	\$0.00	806	Public Benefits Fund	\$8,612.43
250	Special Revenue Fund	\$95.76	807	Electric Capital & Trade Fund	
251	Special Projects Reserve Fund		820	Water Fund	\$95,639.41
253	CITY PROP 172	\$6,632.37	822	Water Capital Improvement Fund	\$55,412.22
300	Park Development Fund		830	Recycled Water Fund	\$81,987.26
301	Anton Stadium Fund	\$0.00	840	City/District Sewer Fund	\$203,316.76
302	Observatory Park Fund		841	Sewer Construction Fund	
304	Swimming Pool Fund	\$0.00	843	Sewer Capital Fund	
305	Riverside Park Fund	\$0.00	900	Special Deposit Trust	\$12,522.99
306	Skate Park Fund	\$0.00	901	General Service (Accts Recv)	\$2,481.21
310	Museum Grants		902	U.S.W. Billing & Collection	\$45,784.13
311	Alex Rorbaugh Recreation Center Fund	\$3,612.54	903	Public Safety - AB 109	\$0.00
312	Downtown Business Improvement Fund	\$5,842.87	905	Federal Emergency Shelter Grant	
313	LMIHF Housing Asset Fund		905	Mendocino Emergency Service Authority	
314	Winter Special Events	\$5,657.92	911	Russian River Watershed Association	\$30,444.37
315	Advanced Planning Fund	\$0.00	915	UVFD	\$18,235.77
500	2106 Gas Tax Fund	\$39,461.31	916	UVFD PROP 172	\$6,632.41
501	2107 Gas Tax Fund		917	UVFD Measure B	\$59,079.26
503	2105 Gas Tax Fund		918	UVFD Mitigation	\$1,361.79
505	Signalization Fund		940	Sanitation District Special Fund	\$12,663.86
506	Bridge Fund		943	Sanitation District Capital Improvement Fund	
507	1998 STIP Augmentation Fund		952	REDIP Sewer Enterprise Fund	
508	SB325 Reimbursement Fund		960	Community Redevelopment Agency	
509	S.T.P. Fund		961	RDA Housing Pass-Through	
510	Trans-Traffic Congest Relief Fund		962	Redevelopment Housing Fund	
511	Rail Trail Fund	\$13,356.06	963	Housing Debt	
600	Community Development Block Grant	\$7,875.00	964	RDA Capital Pass-Through	
601	EDBG 94-333 Revolving Loan		965	Redevelopment Capital Improvement Fund	
602	Community Development Fund		966	Redevelopment Debt Service	
603	08-HOME-4688		967	Housing Bond Proceeds	
604	CDBG Grant 09-STBG-6417		968	Non-Housing Bond Proceeds	
605	11-HOME-7654 Fund	\$0.00	969	RDA Obligation Retirement Fund	
606	CDBG Grant 10-EDEF-7261		844/944	Sewer Capital Projects Fund	\$135,604.20
607	Prop 84 Grant Fund				
609	13-CDBG-8940				
610	City RDA Projects Fund				
630	Asset Seizure Fund	\$4,793.81			
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)		611	Retainage Withheld	\$8,304.35
634	Federal Asset Seizure Grants	\$2,285.39		CDBG 16-CDBG-11147	
635	SUP Law Enforcement Service Fund				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S	\$1,332.20			
639	Special Revenue - Police	\$0.00			
640	Parking District Fund	\$5,109.06			
691	Museum Fund				

PAYROLL CHECK NUMBERS: 507724-507765

DIRECT DEPOSIT NUMBERS: 96715-96938

PAYROLL PERIOD: 12/15/19-12/28/19

PAYROLL CHECK NUMBERS: 507766-507798

DIRECT DEPOSIT NUMBERS: 96939-97162

PAYROLL PERIOD: 12/29/19-1/11/20

PAYROLL CHECK NUMBERS: 507799-507821

DIRECT DEPOSIT NUMBERS: 97163-97375

PAYROLL PERIOD: 1/12/20-1/25/20

VOID CHECK NUMBERS:

3035808, 3036288, 3028839

MANUAL CHECK NUMBERS:

WIRE TRANSFER NUMBERS:

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

TOTAL DEMAND PAYMENTS- A/P CHECKS \$3,139,828.61

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$71.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$962,584.82

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$599,170.19

* vendor name(if applicable)

TOTAL PAYMENTS

\$4,701,654.62

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

Account Code Summary

Attachment 2

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

Account Code Summary

Attachment 2

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

Object Code Summary

Attachment 3

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

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

List of Checks Presented for Approval on 1/3/2020

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

 1-17-2020  
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	3138 DEC 19	DSL FOR 911 REMOTE SUPPORT	\$90.95	20620231-55100	TELEPHONE	\$90.95
Vendor Total:						\$90.95
BRANDON KIGHT VISUAL CREATIONS	2224	HOMETOWN HEROES BANNER	\$249.20	90000000-23265	HOMETOWN HEROES PROGRAM	\$249.20
Vendor Total:						\$249.20
COMCAST	0472 JAN 20	INTERNET SERVICES	\$162.29	20913900-55100	TELEPHONE	\$162.29
Vendor Total:						\$162.29
DARYL EVAN KAPPIS	DV102919	INSTRUCTOR	\$2,007.25	10022850-52100	CONTRACTUAL SERVICES	\$2,007.25
Vendor Total:						\$2,007.25
FORKS RANCH MARKET	393709	EMPLOYEE ANNUAL BBQ	\$539.46	20824300-54100	SUPPLIES	\$539.46
Vendor Total:						\$539.46
GENERAL SERVICES AGENCY	JAN 20	SPANISH MTN SUBLEASE MO RENT- JAN	\$50.00	20620231-52100	CONTRACTUAL SERVICES	\$50.00
Vendor Total:						\$50.00
GINA GRECO	DV120219	INSTRUCTOR	\$784.00	10022850-52100	CONTRACTUAL SERVICES	\$784.00
Vendor Total:						\$784.00
HANNAH ANDREWS	DV102919	INSTRUCTOR	\$280.00	10022850-52100	CONTRACTUAL SERVICES	\$280.00
Vendor Total:						\$280.00
ISABEL MADRIGAL	TA 1/12-17/20	TRAVEL ADVANCE	\$953.75	10020210-57100	LEARNING AND DEVELOPMENT	\$953.75
Vendor Total:						\$953.75
JAROD THIELE	TR 9/7-11/19	TRAVEL REIMBURSEMENT	\$125.00	83027330-57100	LEARNING AND DEVELOPMENT	\$125.00
Vendor Total:						\$125.00
JUDY CHAN	JAN 20	JAN 20 RENT- MASON ST	\$1,435.00	10022100-52600	RENT	\$1,435.00
Vendor Total:						\$1,435.00
KIERSTIN ANDREWS	DV102919	INSTRUCTOR	\$350.00	10022850-52100	CONTRACTUAL SERVICES	\$350.00
Vendor Total:						\$350.00

List of Checks Presented for Approval on 1/3/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDOCINO COUNTY AUDITOR-CONTROLLER	30655-5	UTILITY REFUND-COUNTY OF MENDOCINO	\$293.13	90100000-10421	UTILITY RECEIVABLES CLEARING	\$293.13
Vendor Total:						\$293.13
MENDOCINO COUNTY ENVIRONMENTAL HEALTH	EH38793	HAZARDOUS MATERIALS PERMIT HZ235825	\$1,708.50	77725200-52100	CONTRACTUAL SERVICES	\$1,708.50
Vendor Total:						\$1,708.50
NOBLE WAIDELICH	TA 1/14-15/20	TRAVEL ADVANCE	\$167.08	10020210-57100	LEARNING AND DEVELOPMENT	\$167.08
Vendor Total:						\$167.08
ONE TIME PAY VENDOR	121546-6	UTILITY REFUND-BRAD DEWAAL	\$132.50	90100000-10421	UTILITY RECEIVABLES CLEARING	\$132.50
Vendor Total:						\$132.50
PG&E CO	3822-9 DEC 19	PACIFIC GAS & ELECTRIC	\$7,763.78	84027225-55200	PG&E	\$3,447.90
				10022100-55210	UTILITIES	\$13.09
				10022300-55210	UTILITIES	\$8.38
				10022700-55210	UTILITIES	\$151.02
				20822500-55210	UTILITIES	\$1,051.66
				70024500-55210	UTILITIES	\$438.73
				73022600-55210	UTILITIES	\$8.12
				73022600-55210	UTILITIES	\$197.92
				77725200-55210	UTILITIES	\$15.51
				82027111-55210	UTILITIES	\$2,335.95
				84027221-55210	UTILITIES	\$95.50
Vendor Total:						\$7,763.78
REDWOOD COAST FUELS	2103587	CARDLOCK FUEL PURCHASES	\$7,081.82	10012200-56210	FUEL & FLUIDS	\$7.99
				10020210-56210	FUEL & FLUIDS	\$2,765.85
				10022100-56210	FUEL & FLUIDS	\$302.91
				10023320-56210	FUEL & FLUIDS	\$61.05
				10024620-56210	FUEL & FLUIDS	\$875.52
				20324100-56210	FUEL & FLUIDS	\$76.23
				20513382-56210	FUEL & FLUIDS	\$45.75

List of Checks Presented for Approval on 1/3/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2103587	CARDLOCK FUEL PURCHASES	\$7,081.82	20822500-56210	FUEL & FLUIDS	\$270.54
				80026400-56210	FUEL & FLUIDS	\$1,094.40
				82027111-56210	FUEL & FLUIDS	\$311.58
				82027114-56210	FUEL & FLUIDS	\$130.34
				82027114-56210	FUEL & FLUIDS	\$313.70
				84027221-56210	FUEL & FLUIDS	\$111.03
				84027221-56210	FUEL & FLUIDS	\$267.22
				84027225-56210	FUEL & FLUIDS	\$191.80
				31422860-54100	SUPPLIES	\$255.91
				Vendor Total:		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	20-01 EAP	REMIF EAP INSURANCE	\$559.48	20112400-52525	WORKER'S COMP. EXPENSE	\$559.48
RICK PINTANE	TA 11/14-15/20	TRAVEL ADVANCE	\$167.08	10020210-57100	LEARNING AND DEVELOPMENT	\$167.08
SALES & USE TAX	0002 8450 287	WATER RIGHTS FEE FOR WR STF 094-004687	\$1,682.91	82027110-59101	FEES	\$1,682.91
	0002 8649 863	WATER RIGHTS FEE FOR WR STF 094-013892	\$7,471.02	82027110-59101	FEES	\$7,471.02
	0002 8524 198	WATER RIGHTS FEE FOR WR STF 094-010628	\$8,221.75	82027111-59101	FEES	\$8,221.75
	0002 8608 069	WATER RIGHTS FEE FOR WR STF 094-019707	\$347.75	84027225-59101	FEES	\$347.75
	Vendor Total:					\$17,723.43
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	102782	CONSTRUCTION MAT'L TESTING FOR	\$1,186.00	51124210-80230	INFRASTRUCTURE	\$1,186.00
	102778	CONSTRUCTION MAT'L TESTING FOR	\$2,934.90	51124210-80230	INFRASTRUCTURE	\$2,934.90
	102668	DESIGN & CONST. MGMNT FOR ZONE	\$4,061.84	82227113-80230	INFRASTRUCTURE	\$4,061.84
	Vendor Total:					\$8,182.74
STATE WATER RESOURCES CONTROL BOARD	LW-1024689	WATER SYSTEM ANNUAL FEES	\$10,408.20	82027111-59101	FEES	\$10,408.20
Vendor Total:						\$10,408.20

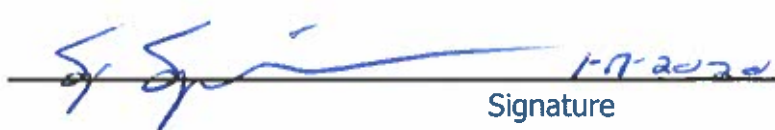
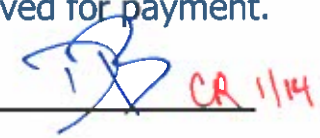
List of Checks Presented for Approval on 1/3/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SYDNEY DEARBORN	Q3422898	REIMBURSEMENT FOR MEDICAL INSURANCE	\$188.03	91500000-20561	ACCRUED SICK	\$188.03
					Vendor Total:	\$188.03
THOMAS CORNING JR	TA 1/12-17/20	TRAVEL ADVANCE	\$953.75	10020210-57100	LEARNING AND DEVELOPMENT	\$953.75
					Vendor Total:	\$953.75
TIM SANTO	DV121919	ELECTRIC DEPT MEETING SUPPLIES	\$43.97	80026400-54100	SUPPLIES	\$43.97
					Vendor Total:	\$43.97
TRIPLE S CAMERA SHOP	117517	COUNCIL PHOTO	\$132.66	10010000-54100	SUPPLIES	\$132.66
					Vendor Total:	\$132.66
UKIAH DAILY JOURNAL	0006395090	EMPLOYMENT ADVERTISING	\$573.54	10016100-54162	ADVERTISING	\$573.54
	0006404915-01	EMPLOYMENT ADVERTISING	\$590.58	10016100-54162	ADVERTISING	\$590.58
	0006411236	PUBLIC HEARING	\$86.88	10020210-52515	ADVERTISING & PUBLICATION	\$86.88
	0006410098	PUBLIC HEARING	\$112.30	10023100-52515	ADVERTISING & PUBLICATION	\$112.30
	0006411229	PUBLIC HEARING	\$155.20	10023100-52515	ADVERTISING & PUBLICATION	\$155.20
	0006411227	PUBLIC NOTICE	\$159.97	10023100-52515	ADVERTISING & PUBLICATION	\$159.97
	0006416524	PUBLIC HEARING	\$169.50	10023100-52515	ADVERTISING & PUBLICATION	\$169.50
	0006410702	PUBLIC HEARING	\$190.16	10023100-52515	ADVERTISING & PUBLICATION	\$190.16
	0006409867	PUBLIC NOTICE	\$275.00	10020210-54100	SUPPLIES	\$275.00
					Vendor Total:	\$2,313.13
US CELLULAR	0345527222	CELL PHONES	\$367.25	80026400-55100	TELEPHONE	\$20.99
				80026400-55100	TELEPHONE	\$68.86
				80026400-55100	TELEPHONE	\$90.46
				82027110-55100	TELEPHONE	\$13.61
				82027111-55100	TELEPHONE	\$40.24
				84027221-55100	TELEPHONE	\$13.61
				84027225-55100	TELEPHONE	\$119.48
					Vendor Total:	\$367.25
					INVOICE TOTAL:	\$65,213.43

List of Checks Presented for Approval on 1/10/2020

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

 1-17-2020  CR 1/14

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACCURATE FORKLIFT INC	011066486	VAPOR HOSE	\$27.28	20824300-56130	EXTERNAL SERVICES	\$27.28
					Vendor Total:	\$27.28
ADVANCED SECURITY SYSTEMS	502830 1	ALARM MONITORING AT GHM	\$88.50	10022700-52180	SECURITY SERVICES	\$88.50
	502830	ALARM MONITORING AT GHM	\$528.48	10022700-52180	SECURITY SERVICES	\$528.48
					Vendor Total:	\$616.98
AFLAC	245296	CANCER/LIFE/ACC INSURANCE	\$8,108.06	20700000-20527	SECTION 125 (CANCER & LIFE)	\$8,108.06
					Vendor Total:	\$8,108.06
AL SMATSKY	77	DESIGN, ENGINEERING & CONSULTA	\$8,180.00	80126100-80220	BUILDING IMPROVEMENTS	\$160.00
				80126100-80230	INFRASTRUCTURE	\$720.00
				80126100-80230	INFRASTRUCTURE	\$2,380.00
				80126100-80230	INFRASTRUCTURE	\$2,400.00
				80126100-80230	INFRASTRUCTURE	\$2,520.00
	76	DESIGN, ENGINEERING & CONSULTA	\$8,050.00	80126100-80230	INFRASTRUCTURE	\$560.00
				80126100-80230	INFRASTRUCTURE	\$640.00
				80126100-80230	INFRASTRUCTURE	\$980.00
				80126100-80230	INFRASTRUCTURE	\$1,050.00
				80126100-80230	INFRASTRUCTURE	\$1,120.00
				80126100-80230	INFRASTRUCTURE	\$1,820.00
				80126100-80230	INFRASTRUCTURE	\$1,880.00
					Vendor Total:	\$16,230.00
ALL-GUARD ALARM SYSTEMS INC	A259237	MONTHLY MONITORING AT WWTP	\$91.40	84027225-52180	SECURITY SERVICES	\$91.40
					Vendor Total:	\$91.40
ALLEN JAMES	DV120719	INSTRUCTOR	\$148.00	10022850-52100	CONTRACTUAL SERVICES	\$148.00
					Vendor Total:	\$148.00

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES	1G1X-YPCM-4GFT	TV WALL MOUNT AND LAPTOP TRAVEL SLEEVE	\$113.20	10013400-54330	COMPUTER AND TECHNOLOGY	\$15.23
				84027225-54330	COMPUTER AND TECHNOLOGY	\$97.97
	1KKW-3QFL-69VH	SOCKET DRIVE AND UTILITY SOCKET SET	\$131.28	80026120-54102	SMALL TOOLS	\$131.28
	1YD6-J3C3-KL1C	POOL SUPPLIES	\$728.54	10022300-54100	SUPPLIES	\$728.54
	1J3R-VWWC-PW3R	BASKETBALL NET	\$49.96	10022831-54100	SUPPLIES	\$49.96
	1JG3-DN3G-JRFR	AIR COMPRESSOR	\$94.69	10022831-54100	SUPPLIES	\$94.69
	1MQJ-PYPG-6LPC	BATTERIES	\$45.68	80026220-54100	SUPPLIES	\$45.68
	1PFW-9C41-FPFY	RAIN GEAR - WWTP DEPT. TEMPERATURE GUN	\$668.21	84027221-54100	SUPPLIES	\$668.21
Vendor Total:						\$1,831.56
ANIXTER	4449472-00	(PD-5052) PAD, BOX TRANSFORMER	\$1,389.03	80000000-12104	INVENTORY - PURCHASES	\$1,389.03
	4449472-03	(PD-5052) PAD, BOX TRANSFORMER	\$2,712.25	80000000-12104	INVENTORY - PURCHASES	\$2,712.25
Vendor Total:						\$4,101.28
ANSELL USA INC	20757981	GLOVES	\$248.24	10020210-54201	PRISONER EXPENSE	\$248.24
	20760087	GLOVES	\$248.24	10020210-54201	PRISONER EXPENSE	\$248.24
Vendor Total:						\$496.48
ARAMARK UNIFORM SERVICES	704694020	UNIFORM, MAT & TOWEL SERVICE	(\$0.05)	20822500-56300	BUILDING MAINT. & REPAIR	(\$0.05)
	704644861	UNIFORM, MAT & TOWEL SERVICE	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704667409	UNIFORM, MAT & TOWEL SERVICE	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704687983	UNIFORM, MAT & TOWEL SERVICE	\$128.68	20822500-56300	BUILDING MAINT. & REPAIR	\$128.68
	704654988	UNIFORM, MAT & TOWEL SERVICE	\$152.82	31122000-56300	BUILDING MAINT. & REPAIR	\$152.82
	704675562	UNIFORM, MAT & TOWEL SERVICE	\$152.82	31122000-56300	BUILDING MAINT. & REPAIR	\$152.82
	704644862	UNIFORM, MAT & TOWEL SERVICE	\$57.90	73022600-52100	CONTRACTUAL SERVICES	\$57.90
	704667410	UNIFORM, MAT & TOWEL SERVICE	\$57.90	73022600-52100	CONTRACTUAL SERVICES	\$57.90
	704687984	UNIFORM, MAT & TOWEL SERVICE	\$57.90	73022600-52100	CONTRACTUAL SERVICES	\$57.90
	704724621	UNIFORM, MAT & TOWEL SERVICE	\$0.29	77725200-54100	SUPPLIES	\$0.29
	704644879	UNIFORM, MAT & TOWEL SERVICE	\$51.43	77725200-54100	SUPPLIES	\$51.43
	704655155	UNIFORM, MAT & TOWEL SERVICE	\$51.43	77725200-54100	SUPPLIES	\$51.43
	704673593	UNIFORM, MAT & TOWEL SERVICE	\$484.43	77725200-54100	SUPPLIES	\$484.43
Vendor Total:						\$1,452.91

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T	2799 JAN 20	INTERNET	\$113.23	10022100-55100	TELEPHONE	\$113.23
	000014120570	FIBER INTERNET GATEWAY	\$2,619.52	20913900-55100	TELEPHONE	\$2,619.52
					Vendor Total:	\$2,732.75
AXON ENTERPRISE INC	SI-1630266	PATROL CAR CAMERA SYSTEM	\$2,285.39	63420250-54100	SUPPLIES	\$2,285.39
					Vendor Total:	\$2,285.39
BAY AREA BARRICADE SERVICE INC	0005271	BARRICADES AND LEGS	\$657.21	10024620-54130	PW - SAFETY	\$657.21
	0008506	BLADE HOLDER	\$338.02	10024620-54127	PW - SIGN POSTS/SHEETING	\$338.02
					Vendor Total:	\$995.23
BROADCAST MICROWAVE SERVICES, LLC	SI-110246	IMAGING KIT	\$254.53	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$254.53
					Vendor Total:	\$254.53
BROOKE HOFSTETTER	DV010220	INSTRUCTOR	\$200.00	10022850-52100	CONTRACTUAL SERVICES	\$200.00
					Vendor Total:	\$200.00
BURTON'S FIRE INC	S 46990	#WVD-881-55 PHOSCHEK CLASS A FO	\$1,202.96	10021210-54100	SUPPLIES	\$601.48
				91521400-54100	SUPPLIES	\$601.48
					Vendor Total:	\$1,202.96
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	200007103	REGISTRATION - O KEOUGH	\$795.00	10013400-57100	LEARNING AND DEVELOPMENT	\$795.00
	300003898	MEMBERSHIP - O KEOUGH	\$75.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$75.00
					Vendor Total:	\$870.00
CAROLLO ENGINEERS INC	0182824	DESIGN PHASES I&II RECYCLED WA	\$2,704.85	83027330-80230	INFRASTRUCTURE	\$2,704.85
	0182758	DESIGN PHASES I&II RECYCLED WA	\$5,628.98	83027330-80230	INFRASTRUCTURE	\$5,628.98
	0182823	DESIGN PHASES I&II RECYCLED WA	\$14,605.48	83027330-80230	INFRASTRUCTURE	\$14,605.48
					Vendor Total:	\$22,939.31
CHROMAGRAPHICS	69393	BUSINESS CARDS- N WAIDELICH	\$68.14	10020210-54100	SUPPLIES	\$68.14
	69403	BUSINESS CARDS- C MIN, P INFANTE, BUTTGEBACH L	\$228.51	10020210-54100	SUPPLIES	\$228.51
					Vendor Total:	\$296.65
CINTAS CORPORATION	4036260992	RUG/MAT & UNIFORM SERVICES	\$294.01	77725200-54100	SUPPLIES	\$294.01
					Vendor Total:	\$294.01

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITIBANK N.A.	DEC 19	AIRFARE- O KEOUGH, T BARTOLOMEI, J BURGESS, M DAVISON	\$739.44	10013400-57100	LEARNING AND DEVELOPMENT	\$7.00
				10013400-57100	LEARNING AND DEVELOPMENT	\$227.30
				10022810-57100	LEARNING AND DEVELOPMENT	\$21.00
				10022810-57100	LEARNING AND DEVELOPMENT	\$484.14
				Vendor Total:		\$739.44
CLARK PEST CONTROL	24849099	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTUAL SERVICES	\$95.00
	25085576	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTUAL SERVICES	\$95.00
	Vendor Total:		\$190.00			
DANNY'S VACUUM SHOP	0018076	VACUUM CLEANERS & SUPPLIES	\$27.18	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$27.18
					Vendor Total:	
DC ELECTRIC GROUP INC	413997	EMERGENCY TRAFFIC SIGNAL REPAIR	\$2,827.86	10024214-52100	CONTRACTUAL SERVICES	\$2,827.86
					Vendor Total:	
DEEP VALLEY SECURITY	354160	ALARM SERVICES PER ATTACHED CO	\$1,823.37	73022600-56300	BUILDING MAINT. & REPAIR	\$1,823.37
					Vendor Total:	
DELL MARKETING LP	10349798805	OPTIPLEX 7070 SMALL FORM FACTO	\$15,246.52	10020210-54330	COMPUTER AND TECHNOLOGY	\$15,246.52
	10348794252	DELL OPTIPLEX 7070 SMALL FORM	\$1,315.50	10022700-54330	COMPUTER AND TECHNOLOGY	\$1,315.50
	10352038938	LATITUDE 7490	\$1,727.55	20413500-54330	COMPUTER AND TECHNOLOGY	\$1,727.55
	10349335668	DELL OPTIPLEX 7070 SMALL FORM	\$1,340.21	77725200-54330	COMPUTER AND TECHNOLOGY	\$1,340.21
	10349567940	OPTIPLEX 7070 SMALL FORM FACTO	\$1,630.09	84027225-54330	COMPUTER AND TECHNOLOGY	\$1,630.09
	Vendor Total:		\$21,259.87			
DEPARTMENT OF JUSTICE	424405	CHEM/TEST REPORT CRIMINAL INVESTIGATION	\$770.00	10020210-52100	CONTRACTUAL SERVICES	\$770.00
					Vendor Total:	
DIANA MACIAS	TR 12/11/19	TRAVEL REIMBURSEMENT	\$72.03	20513300-57100	LEARNING AND DEVELOPMENT	\$72.03
					Vendor Total:	
DRYSDALE ENTERPRISES INC	10151	LAB SERVICES	\$57.99	84027225-54103	LAB SUPPLIES	\$57.99
	10148	LAB SERVICES	\$202.41	84027225-54103	LAB SUPPLIES	\$202.41
	Vendor Total:		\$260.40			
EDWARD BACON COMPANY INC	30512	PANEL AND REAR BUMPER	\$797.53	82027114-56130	EXTERNAL SERVICES	\$398.76

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
EDWARD BACON COMPANY INC	30512	PANEL AND REAR BUMPER	\$797.53	84027221-56130	EXTERNAL SERVICES	\$398.77
	30529	FENDER	\$283.82	84027221-56130	EXTERNAL SERVICES	\$283.82
	Vendor Total:					\$1,081.35
ENGLAND ENTERPRISES TRAINING DIVISION, LLC	19-251	REGISTRATION - S OROPEZA	\$595.00	10023320-57100	LEARNING AND DEVELOPMENT	\$595.00
	19-250	REGISTRATION - M KEIZER	\$695.00	10023320-57100	LEARNING AND DEVELOPMENT	\$695.00
	Vendor Total:					\$1,290.00
EPIC AVIATION LLC	7279474	JET-A FUEL	\$11,978.37	77725200-58401	AVIATION FUEL	\$11,978.37
	Vendor Total:					\$11,978.37
EUREKA OXYGEN CO	454937	WELDING EQUIPMENT AND SUPPLIES	\$804.00	84027225-52100	CONTRACTUAL SERVICES	\$804.00
	454936	WELDING EQUIPMENT AND SUPPLIES	\$483.00	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$483.00
	454899	WELDING EQUIPMENT AND SUPPLIES	\$145.00	10024620-56130	EXTERNAL SERVICES	\$145.00
	454900	WELDING EQUIPMENT AND SUPPLIES	\$64.00	20324100-56130	EXTERNAL SERVICES	\$64.00
	465801	WELDING EQUIPMENT AND SUPPLIES	\$420.79	80026110-56130	EXTERNAL SERVICES	\$420.79
	454898	WELDING EQUIPMENT AND SUPPLIES	\$160.00	82027114-56130	EXTERNAL SERVICES	\$80.00
				84027221-56130	EXTERNAL SERVICES	\$80.00
	U 170082	WELDING EQUIPMENT AND SUPPLIES	\$983.43	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$983.43
	454897	WELDING EQUIPMENT AND SUPPLIES	\$215.00	20824300-54100	SUPPLIES	\$215.00
	465802	WELDING EQUIPMENT AND SUPPLIES	\$102.00	80026220-54100	SUPPLIES	\$102.00
Vendor Total:						\$3,377.22
FARWEST LINE SPECIALTIES LLC	295193	BUTTON KIT FOR Y46 PRESS	\$209.04	80026110-54102	SMALL TOOLS	\$209.04
	295192	GREENLEE #30462 GRIP 1.5-1.99"	\$1,122.62	80026120-54102	SMALL TOOLS	\$1,122.62
	296550	LOWELL LINEMAN WRENCH, 12" STA	\$1,577.79	80026120-54102	SMALL TOOLS	\$1,577.79
Vendor Total:						\$2,909.45
FASTENAL	CAUKA37776	MISC. SUPPLIES AS NEEDED	\$5.42	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$5.42
						\$5.42
FEDERAL EXPRESS	6-874-92063	SHIPPING SERVICES	\$485.39	10013400-54101	POSTAGE	\$21.01
				10013400-54101	POSTAGE	\$42.33
				10013400-54101	POSTAGE	\$71.95

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	6-874-92063	SHIPPING SERVICES	\$485.39	10016100-54101	POSTAGE	\$32.41
				10020210-54101	POSTAGE	\$16.68
				10020210-54101	POSTAGE	\$21.05
				10022810-54101	POSTAGE	\$58.39
				20413500-54101	POSTAGE	\$19.65
				84027225-54101	POSTAGE	\$9.49
				84027225-54101	POSTAGE	\$13.48
				84027225-54101	POSTAGE	\$13.48
				84027225-54101	POSTAGE	\$30.33
				84027225-54101	POSTAGE	\$43.50
				84027225-54101	POSTAGE	\$43.89
				84027225-54101	POSTAGE	\$47.75
				Vendor Total:		
FIRE SERVICE BOOKSTORE	000463	EMPLOYMENT ADVERTISING	\$810.00	10016100-54162	ADVERTISING	\$810.00
				Vendor Total: \$810.00		
FIRST ALARM	515600	ALARM MONITORING	\$166.86	10020210-52180	SECURITY SERVICES	\$120.51
				20822500-52180	SECURITY SERVICES	\$46.35
				Vendor Total: \$166.86		
FRED PRYOR SEMINARS	5398836	REGISTRATION - A HODGE	\$195.00	84027225-57100	LEARNING AND DEVELOPMENT	\$195.00
				Vendor Total: \$195.00		
GCS ENVIRONMENTAL EQUIP SRVS	20643	PARTS & SUPPLIES AS NEEDED	\$35.07	10024620-56130	EXTERNAL SERVICES	\$35.07
				Vendor Total: \$35.07		
GENERAL PACIFIC INC	1353341	(SL-A6) STREET LIGHT	\$1,013.20	80000000-12104	INVENTORY - PURCHASES	\$1,013.20
	1357181	MAST ARM	\$195.98	80026200-54100	SUPPLIES	\$195.98
	Vendor Total: \$1,209.18					
GINA GRECO	DV010420	INSTRUCTOR	\$112.00	10022850-52100	CONTRACTUAL SERVICES	\$112.00
				Vendor Total: \$112.00		
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CIO20224	WIPER ASSY	\$367.87	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.63)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	C1020224	WIPER ASSY	\$367.87	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.40)
				10021210-56130	EXTERNAL SERVICES	\$3.66
				10021210-56130	EXTERNAL SERVICES	\$367.87
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.63)
				Vendor Total:		\$367.87
GOVERNMENT FINANCE OFFICERS ASSOC	0140705	MEMBERSHIP - O KEOUGH	\$150.00	10013400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$150.00
				Vendor Total:		\$150.00
GRANITE CONSTRUCTION COMPANY	1725679	MISC. ROCK & ROAD PATCH MATERI	\$1,831.47	70024500-54100	SUPPLIES	\$194.25
				84027221-54100	SUPPLIES	\$1,637.22
				Vendor Total:		\$1,831.47
GREATER UKIAH CHAMBER OF COMMERCE	001	FY19/20 VISIT UKIAH PERFORMANCE	\$32,437.00	75012700-52100	CONTRACTUAL SERVICES	\$32,437.00
				Vendor Total:		\$32,437.00
HANSEL FORD	1187817	MISC. PARTS & MATERIALS AS NEEDED	\$218.17	77725200-56130	EXTERNAL SERVICES	\$218.17
				Vendor Total:		\$218.17
HANSEL TOYOTA/SCION	220162T	MISC. PARTS & MATERIALS AS NEEDED	\$12.80	20513382-56130	EXTERNAL SERVICES	\$12.80
	220060T	MISC. PARTS & MATERIALS AS NEEDED	\$206.01	82027111-56130	EXTERNAL SERVICES	\$206.01
				Vendor Total:		\$218.81
HERC RENTALS INC	31208970-001	MTX60HD RAMMER HONDA GX100 DIA	\$2,589.00	82027114-54102	SMALL TOOLS	\$2,589.00
	31209532-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$136.57	84027221-54100	SUPPLIES	\$136.57
				Vendor Total:		\$2,725.57
HOME DEPOT CREDIT SERVICES	8030882	UTILITY KNIFE, BIT HOLDER AND TORX BIT	\$54.27	10024620-54120	PW - SPECIAL SUPPLIES	\$54.27
	4030516	LED DOME LIGHTS	\$323.03	80026110-54102	SMALL TOOLS	\$323.03
	4013356	SOCKET RAIL	\$21.74	82027111-54102	SMALL TOOLS	\$21.74
	5013298	INFLATOR/GAUGE, SOCKET RAILS, SAFETY COUPLE	\$104.77	82027111-54102	SMALL TOOLS	\$104.77
	8035556	PAINT AND SUPPLIES	\$287.97	10022100-54100	SUPPLIES	\$287.97

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	5013274	WIRE REINDEER	\$100.54	20824300-54100	SUPPLIES	\$100.54
	3030600	ALUMINUM PLACER	\$31.54	31422860-54100	SUPPLIES	\$31.54
	2523710	TARP	\$72.92	31422860-54100	SUPPLIES	\$72.92
	9030128	OUTDOOR EXTENTION CORDS	\$126.60	31422860-54100	SUPPLIES	\$126.60
	5012113	EYEBOLTS AND NUTS	\$8.30	84027225-54100	SUPPLIES	\$8.30
Vendor Total:						\$1,131.68
HOWARD INDUSTRIES C/O YOUNG & COMPANY	58807-840988	ELECTRICAL EQUIPMENT AND SUPPLIES	\$922.37	80000000-12104	INVENTORY - PURCHASES	\$922.37
	Vendor Total:					\$922.37
HUNTERS SERVICES INC	246322	PEST CONTROL SERVICES	\$200.00	20822500-56300	BUILDING MAINT. & REPAIR	\$200.00
	Vendor Total:					\$200.00
INDEPENDENT FEE ESTIMATES	110619	INDEPENDENT FEE ESTIMATE	\$2,344.00	77825200-80230	INFRASTRUCTURE	\$2,344.00
	Vendor Total:					\$2,344.00
INFOSEND INC	163463	UB PRINT & MAIL SERVICES	\$4,745.06	20513300-52100	CONTRACTUAL SERVICES	\$4,745.06
	Vendor Total:					\$4,745.06
INTEGRITY SHRED	100956	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
	Vendor Total:					\$57.00
INTERSTATE BATTERIES	380040304	BATTERIES	\$79.97	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$79.97
	380040280	BATTERIES	\$109.83	10020210-56130	EXTERNAL SERVICES	\$109.83
	380040303	BATTERIES	\$568.35	10020210-56130	EXTERNAL SERVICES	\$568.35
	380040278	BATTERIES	\$128.67	10022100-56130	EXTERNAL SERVICES	\$128.67
	330005656	BATTERIES	\$128.67	80026110-56130	EXTERNAL SERVICES	\$128.67
	380040482	BATTERIES	\$128.67	80026110-56130	EXTERNAL SERVICES	\$128.67
	380040279	BATTERIES	\$257.35	80026110-56130	EXTERNAL SERVICES	\$257.35
	380040226	BATTERIES	(\$165.35)	84027225-56130	EXTERNAL SERVICES	(\$165.35)
Vendor Total:						\$1,236.16
ITRON INC	540961	FC300 SPREAD RADIO - FC3001133	\$1,268.77	20513380-54320	SOFTWARE	\$634.37
				20513382-54320	SOFTWARE	\$634.40
Vendor Total:						\$1,268.77

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JAMES REESE	22004	JANITORIAL SERVICES	\$420.00	73022600-52100	CONTRACTUAL SERVICES	\$420.00
	22005	JANITORIAL SERVICES	\$420.00	73022600-52100	CONTRACTUAL SERVICES	\$420.00
	22002	JANITORIAL SERVICES	\$490.00	73022600-52100	CONTRACTUAL SERVICES	\$490.00
	22003	JANITORIAL SERVICES	\$490.00	73022600-52100	CONTRACTUAL SERVICES	\$490.00
					Vendor Total:	\$1,820.00
JJ CUSTOM SHARPING LLC	382311	CHAIN SHARPENING	\$48.00	10024620-54120	PW - SPECIAL SUPPLIES	\$48.00
					Vendor Total:	\$48.00
JOHNSON CONTROLS FIRE PROTECTION LP	86402447	HALON SAFETY TEST/INSPECTION	\$760.50	20822500-56300	BUILDING MAINT. & REPAIR	\$760.50
					Vendor Total:	\$760.50
KARIN RONK	TA 1/20-22/20	TRAVEL ADVANCE	\$401.22	20620231-57100	LEARNING AND DEVELOPMENT	\$401.22
					Vendor Total:	\$401.22
KIMBALL MIDWEST	7577511	CABLE TIE AND COPPER LUGS	\$192.16	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$192.16
					Vendor Total:	\$192.16
LIEBERT CASSIDY WHITMORE	1490202	LEGAL SERVICES - PERSONNEL	\$27.00	10016100-52100	CONTRACTUAL SERVICES	\$27.00
	1490201	LEGAL SERVICES - PERSONNEL	\$5,636.00	10016100-52100	CONTRACTUAL SERVICES	\$5,636.00
					Vendor Total:	\$5,663.00
MARC CARSON WEB DESIGN	DEC 19	UPD WEBSITE DESIGN	\$3,075.00	63020210-52100	CONTRACTUAL SERVICES	\$3,075.00
					Vendor Total:	\$3,075.00
MATHESON TRI-GAS INC	20860352	OXYGEN & MISC. SUPPLIES AS NEEDED	\$18.59	80026110-54100	SUPPLIES	\$18.59
	20883915	OXYGEN & MISC. SUPPLIES AS NEEDED	\$51.19	80026210-54100	SUPPLIES	\$51.19
					Vendor Total:	\$69.78
MENDOCINO COUNTY ENVIRONMENTAL HEALTH	EH38700	HAZARDOUS MATERIALS PERMIT HZ236427	\$1,171.00	80026210-59101	FEES	\$1,171.00
	EH38794	HAZARDOUS MATERIALS PERMIT HZ235436	\$560.00	80026220-59101	FEES	\$560.00
	EH38699	HAZARDOUS MATERIALS PERMIT HZ235259	\$1,036.00	80026220-59101	FEES	\$1,036.00
					Vendor Total:	\$2,767.00
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1393473	AMERICAN HOOK/ORANGE HANDLE	\$97.13	25321210-54106	SPECIALTY SUPPLIES	\$48.56

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1393473	AMERICAN HOOK/ORANGE HANDLE	\$97.13	91621400-54106	SPECIALTY SUPPLIES	\$48.57
Vendor Total:						\$97.13
MOIRS	156907	MISC. POOL SUPPLIES AS NEEDED	\$165.70	82027111-58202	CHEMICALS	\$165.70
	156715	MISC. POOL SUPPLIES AS NEEDED	\$220.93	82027111-58202	CHEMICALS	\$220.93
	156823	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	156847	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	156894	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	156785	MISC. POOL SUPPLIES AS NEEDED	\$386.63	82027111-58202	CHEMICALS	\$386.63
	156743	MISC. POOL SUPPLIES AS NEEDED	\$101.39	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$101.39
	156726	MISC. POOL SUPPLIES AS NEEDED	\$169.85	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$169.85
Vendor Total:						\$2,038.67
MUNI SERVICES LLC	INV06-007671	SALES TAX AUDIT REPORTING SERV	\$12.20	10013400-52100	CONTRACTUAL SERVICES	\$12.20
	INV06-007670	SALES TAX AUDIT REPORTING SERV	\$956.18	10013400-52100	CONTRACTUAL SERVICES	\$956.18
Vendor Total:						\$968.38
NAPA GLOVE AND SAFETY INC	0079722-IN	GOATSKIN GLOVES	\$689.35	80026110-54102	SMALL TOOLS	\$689.35
Vendor Total:						\$689.35
NATHANIEL HAYES	DV122619	INSTRUCTOR	\$273.00	10022850-52100	CONTRACTUAL SERVICES	\$273.00
Vendor Total:						\$273.00
NFP NATIONAL ACCOUNT SERVICES INC	20-01 NFP	JAN 20 NFP INSURANCE	\$3,176.42	20700000-20523	P/R DEDUCT-LTD	\$2,841.17
				20700000-20512	REMIF LIFE	\$37.25
				20700000-20512	REMIF LIFE	\$298.00
Vendor Total:						\$3,176.42
NOR-CAL RECYCLED ROCK & AGGREGATES INC	18576	MISC. ROCK & ROAD PATCH MATERI	\$1,145.64	10024620-54120	PW - SPECIAL SUPPLIES	\$366.61
				10022100-54100	SUPPLIES	\$779.03
Vendor Total:						\$1,145.64
NORTH COAST OPPORTUNITIES, INC	121119	IMPLEMENTING COMMUNITY FOCUS	\$1,487.50	10022810-52100	CONTRACTUAL SERVICES	\$1,487.50
Vendor Total:						\$1,487.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NORTHERN SAFETY CO INC	903739343	SAFETY SUPPLIES	\$973.45	84027225-54100	SUPPLIES	\$973.45
					Vendor Total:	\$973.45
OCCU-MED LTD	12193210S	NOVEMBER FIRE STAFF MEDICAL EV	\$10,472.00	10021210-54161	BACKGROUND & PHYSICALS	\$5,236.00
				91521400-54161	BACKGROUND & PHYSICALS	\$5,236.00
					Vendor Total:	\$10,472.00
ONE TIME PAY VENDOR	DV123019	RECREATION REFUND - DIANE GREEN	\$120.00	10022850-44915	RECREATION PROGRAM INCOME	\$120.00
	0016472	RECREATION REFUND - SARAH LUNCEFORD	\$197.00	10022850-44915	RECREATION PROGRAM INCOME	\$197.00
	114355-1	UTILITY REFUND- ELVIA SANTANA AND THEO WHITEHURST	\$56.06	90100000-10421	UTILITY RECEIVABLES CLEARING	\$56.06
					Vendor Total:	\$373.06
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 DEC 19	DEC 19 HEALTH INSURANCE	\$1,497.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$1,497.00
					Vendor Total:	\$1,497.00
OSMOSE UTILITIES SERVICES INC	INV1171708	OSMOSE #15-010-000-004 - O-CAL	\$1,096.00	80026110-54100	SUPPLIES	\$1,096.00
					Vendor Total:	\$1,096.00
OWEN EQUIPMENT COMPANY	00047887	SWEEP BROOM	\$683.74	10024620-56130	EXTERNAL SERVICES	\$683.74
	00047889	SWEEP BROOM	\$683.74	10024620-56130	EXTERNAL SERVICES	\$683.74
	00047941	VALVE, METER ASSEMBLY	\$507.23	84027221-56130	EXTERNAL SERVICES	\$507.23
					Vendor Total:	\$1,874.71
PACE SUPPLY CORPORATION	025795950	PVC NIPPLE	\$26.83	82027111-56300	BUILDING MAINT. & REPAIR	\$26.83
	025799676	ROYAL SLOAN	\$537.67	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$537.67
	025779107	SENSOR KIT	\$915.22	20822500-56120	EQUIPMENT MAINTENANCE & REPAIR	\$915.22
	CM025651421	REFUND METER VALVE	(\$855.00)	82000000-12104	INVENTORY - PURCHASES	(\$855.00)
	025784712	ANGLE BALL METER	\$769.50	82000000-12104	INVENTORY - PURCHASES	\$769.50
	025779056	DRAIN CLEANER	\$50.18	20822500-54100	SUPPLIES	\$50.18
	025788759	UNION BRASS	\$109.05	82027114-54100	SUPPLIES	\$109.05
					Vendor Total:	\$1,553.45

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PARKER, LUCAS AND ASSOCIATES	11-R	UNDERWRITING SERVICES FOR BUSINESS	\$7,875.00	60012612-52155	ACTIVITY DELIVERY	\$7,875.00
Vendor Total:						\$7,875.00
PETER ARMSTRONG	SF-D 24416	PD AWARDS DINNER PHOTOS	\$200.00	63020210-54100	SUPPLIES	\$200.00
Vendor Total:						\$200.00
PETERSON CAT	R35021056	PER MONTH RENTAL OF 200KW 277/	\$937.50	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$468.75
				84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$468.75
	R3502105	PER MONTH RENTAL OF 200KW 277/	\$8,534.71	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4,834.71
				84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,700.00
	PR2700100942	REFUND SENSOR	(\$169.28)	84027225-56130	EXTERNAL SERVICES	(\$169.28)
Vendor Total:						\$9,302.93
PETERSON TRUCKS INC	219462RX1	CLAMP	\$13.46	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.06)
				84027221-56130	EXTERNAL SERVICES	\$0.08
				84027221-56130	EXTERNAL SERVICES	\$13.46
	219381RXI	WIPER BLADES	\$15.62	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.07)
				10020210-56130	EXTERNAL SERVICES	\$0.09
				10020210-56130	EXTERNAL SERVICES	\$15.62
	219577R	BLADES	\$30.46	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.14)
				20324100-54100	SUPPLIES	\$0.18
				20324100-54100	SUPPLIES	\$30.46
	219131R	BLADE BOX	\$33.34	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.04)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.15)
				10024620-56130	EXTERNAL SERVICES	\$0.19
				10024620-56130	EXTERNAL SERVICES	\$33.34

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	219381R	WIPER BLADES	\$60.85	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.28)
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$0.35
				20324100-56112	EQUIPMENT PARTS FOR RESALE	\$60.85
	219462R	CLAMP-HOSE	\$157.94	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.18)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.73)
				84027221-56130	EXTERNAL SERVICES	\$0.91
				84027221-56130	EXTERNAL SERVICES	\$157.94
				Vendor Total:		\$311.67
PFM ASSET MANAGEMENT LLC	SMA-M1119-14101	FINANCIAL ADVISORY SERVICES	\$2,655.66	10015100-52100	CONTRACTUAL SERVICES	\$2,655.66
				Vendor Total:		\$2,655.66
PITNEY BOWES INC	1014509560	POSTAGE MACHINE LEASE & SUPPLI	\$117.00	73022600-52100	CONTRACTUAL SERVICES	\$117.00
	1014514955	POSTAGE MACHINE LEASE & SUPPLI	\$146.98	73022600-52100	CONTRACTUAL SERVICES	\$146.98
	1014520171	ITEM AZCG SENDPRO P1500 SERIES	\$168.15	10012200-54500	EQUIP RENTS AND LEASES	\$154.44
				10012200-54100	SUPPLIES	\$13.71
	1014526816	POSTAGE MACHINE LEASE & SUPPLI	\$261.00	20513300-54101	POSTAGE	\$261.00
	1014661457	POSTAGE MACHINE LEASE & SUPPLI	\$175.82	10012200-54100	SUPPLIES	\$175.82
				Vendor Total:		\$868.95
POLYDYNE INC	1411909	LIQUID POLYMER ALKYLAMINE	\$9,465.59	84027225-58202	CHEMICALS	\$9,465.59
				Vendor Total:		\$9,465.59
PROACTIVE ENVIRONMENT PRODUCTS LLC	24622	PUMP, GOPRO PVC	\$310.40	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.55)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.38)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.55)
				84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$27.53
				84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$310.40
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.55)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PROACTIVE ENVIRONMENT PRODUCTS LLC	24622	PUMP, GOPRO PVC	\$310.40	90000000-23013	STATE USE TAX LIABILITY	(\$22.50)
					Vendor Total:	\$310.40
R&B COMPANY - RWC	S1898344 001	(CPF-4-ER) COUPLING, FLEX, 4"	\$3,605.94	82000000-12104	INVENTORY - PURCHASES	\$3,605.94
					Vendor Total:	\$3,605.94
RAINBOW AGRICULTURAL SERVICES	994330/1	PUMP ASSEMBLY	\$230.79	82027114-56130	EXTERNAL SERVICES	\$230.79
	28652/1	K-9 FOOD	\$43.54	10020210-54100	SUPPLIES	\$43.54
	29260/1	K-9 FOOD - JACK	\$65.31	10020210-54100	SUPPLIES	\$65.31
	986372/1	RAIN GEAR - B BOWERS	\$174.18	80026120-54100	SUPPLIES	\$174.18
	28539/1	RAIN GEAR - A STRICKLIN	\$185.07	82027110-54100	SUPPLIES	\$92.53
				84027220-54100	SUPPLIES	\$92.54
					Vendor Total:	\$698.89
RAY C STARKEY	P-1900567	EMBROIDERY SERVICES	\$24.00	20513382-54100	SUPPLIES	\$24.00
	P-1900568	APPAREL - METER DEPT	\$111.99	20513382-54100	SUPPLIES	\$111.99
	P-1900571	T-SHIRTS - METER DEPT	\$159.08	20513382-54100	SUPPLIES	\$159.08
	P-1900569	T-SHIRTS - METER DEPT	\$172.53	20513382-54100	SUPPLIES	\$172.53
	P-1901762	T-SHIRTS - WATER DEPT	\$216.25	82027114-54100	SUPPLIES	\$216.25
	P-1900752	CAPS - WATER DEPT	\$818.74	82027114-54100	SUPPLIES	\$818.74
					Vendor Total:	\$1,502.59
REBECCA SCHWENGER	191222-RS	ADV DISABILITY PENSION	\$2,766.08	90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
				90000000-10410	ACCOUNTS RECEIVABLE	\$1,383.04
					Vendor Total:	\$2,766.08
REDWOOD COAST FUELS	2107632	CARDLOCK FUEL PURCHASES	\$8,662.84	10012200-56210	FUEL & FLUIDS	\$7.99
				10020210-56210	FUEL & FLUIDS	\$2,192.70
				10022100-56210	FUEL & FLUIDS	\$659.47
				10022810-56210	FUEL & FLUIDS	\$75.01
				10023320-56210	FUEL & FLUIDS	\$66.35
				10024210-56210	FUEL & FLUIDS	\$28.13
				10024210-56210	FUEL & FLUIDS	\$1,288.10

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2107632	CARDLOCK FUEL PURCHASES	\$8,662.84	20324100-56210	FUEL & FLUIDS	\$284.60
				20513382-56210	FUEL & FLUIDS	\$52.56
				20822500-56210	FUEL & FLUIDS	\$32.43
				80026400-56210	FUEL & FLUIDS	\$1,728.17
				82027111-56210	FUEL & FLUIDS	\$430.55
				82027114-56210	FUEL & FLUIDS	\$379.00
				82027114-56210	FUEL & FLUIDS	\$453.03
				84027221-56210	FUEL & FLUIDS	\$322.86
				84027221-56210	FUEL & FLUIDS	\$385.91
				84027225-56210	FUEL & FLUIDS	\$275.98
	2109442	CARDLOCK FUEL PURCHASES	\$42.90	20324100-58410	GARAGE LUBRICANTS & PARTS	\$42.90
					Vendor Total:	\$8,705.74
REXEL USA INC	X893675	SWIVEL	\$21.17	10022100-54100	SUPPLIES	\$21.17
					Vendor Total:	\$21.17
ROUND TABLE PIZZA	14-54	GARAGE LUNCH MEETING	\$146.93	20824300-54100	SUPPLIES	\$146.93
					Vendor Total:	\$146.93
ROY THOMAS HISE	120719	ARCH SVCS - GLU-LAM BEAM REPAIR	\$3,846.00	10022700-80220	BUILDING IMPROVEMENTS	\$3,846.00
					Vendor Total:	\$3,846.00
SAFARILAND LLC	1010-255530	PRISON SUPPLIES	\$177.44	10020210-54201	PRISONER EXPENSE	\$177.44
					Vendor Total:	\$177.44
SAFEWAY INC	STMT DEC 19	MISC. PURCHASES AS NEEDED	\$3,341.12	10020210-52100	CONTRACTUAL SERVICES	\$45.95
				10010000-54100	SUPPLIES	\$19.35
				10010000-54100	SUPPLIES	\$75.15
				10013400-54100	SUPPLIES	\$24.63
				10022700-54100	SUPPLIES	\$13.54
				10022700-54100	SUPPLIES	\$27.95
				10022700-54100	SUPPLIES	\$199.91
				31422860-54100	SUPPLIES	\$6.50
				31422860-54100	SUPPLIES	\$24.95
				31422860-54100	SUPPLIES	\$31.76

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SAFEWAY INC	STMT DEC 19	MISC. PURCHASES AS NEEDED	\$3,341.12	31422860-54100	SUPPLIES	\$42.43
				31422860-54100	SUPPLIES	\$47.76
				31422860-54100	SUPPLIES	\$54.97
				31422860-54100	SUPPLIES	\$61.25
				31422860-54100	SUPPLIES	\$65.33
				31422860-54100	SUPPLIES	\$70.24
				31422860-54100	SUPPLIES	\$79.18
				31422860-54100	SUPPLIES	\$92.62
				31422860-54100	SUPPLIES	\$99.34
				31422860-54100	SUPPLIES	\$100.80
				31422860-54100	SUPPLIES	\$124.20
				31422860-54100	SUPPLIES	\$125.04
				31422860-54100	SUPPLIES	\$136.49
				31422860-54100	SUPPLIES	\$141.42
				31422860-54100	SUPPLIES	\$144.71
				31422860-54100	SUPPLIES	\$165.40
				31422860-54100	SUPPLIES	\$174.92
				31422860-54100	SUPPLIES	\$177.27
				31422860-54100	SUPPLIES	\$184.96
				31422860-54100	SUPPLIES	\$185.70
				31422860-54100	SUPPLIES	\$192.82
				31422860-54100	SUPPLIES	\$199.61
				73022600-54100	SUPPLIES	\$10.27
				73022600-54100	SUPPLIES	\$92.97
				77725200-54100	SUPPLIES	\$21.95
				77725200-54100	SUPPLIES	\$66.19
				82027111-54100	SUPPLIES	\$13.59
				Vendor Total:		\$3,341.12
SD MYERS LLC	801495	K-F DISSOLVED WATER	\$46.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.05)

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SD MYERS LLC	801495	K-F DISSOLVED WATER	\$46.00	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.23)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.33)
				80026210-54100	SUPPLIES	\$3.61
				80026210-54100	SUPPLIES	\$46.00
				Vendor Total:		\$46.00
SEBASTOPOL BEARING & HYDRAULIC CO INC	IS20568	BELT	\$35.42	10024620-56130	EXTERNAL SERVICES	\$35.42
	IS20530	CAT PUMP	\$952.34	10024620-56130	EXTERNAL SERVICES	\$952.34
			Vendor Total:		\$987.76	
SHERRI'S SANDWICH BAR	00012	CATERING FOR PD	\$228.64	10020210-52100	CONTRACTUAL SERVICES	\$228.64
			Vendor Total:		\$228.64	
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	103262	DESIGN & CONST. MGMNT FOR ZONE	\$2,618.16	82227113-80230	INFRASTRUCTURE	\$2,618.16
			Vendor Total:		\$2,618.16	
SILVA SEPTIC INC	83062	PORTABLE RESTROOM RENTAL	\$201.42	10021210-54100	SUPPLIES	\$100.71
				91521400-54100	SUPPLIES	\$100.71
				Vendor Total:		\$201.42
SOLID WASTES SYSTEMS INC	DEC 19	RESIDENTIAL GARBAGE FEES	\$43,926.03	90200000-52170	UKIAH WASTE SOLUTIONS	\$43,926.03
				Vendor Total:		\$43,926.03
STAPLES CREDIT PLAN	5518	PAINT	\$7.39	10022700-56300	BUILDING MAINT. & REPAIR	\$7.39
	5223	SCOTCH TAPE, COPY PAPER	\$22.29	10022700-54100	SUPPLIES	\$22.29
	3988	HIGH SPEED CABLES REFUND	(\$200.30)	20913900-54100	SUPPLIES	(\$200.30)
	98945	NETGEAR	\$59.87	20913900-54100	SUPPLIES	\$59.87
	1863	HIGH-SPEED CABLES	\$200.30	20913900-54100	SUPPLIES	\$200.30
	2012	LABEL TAPE, PENS, PAPER CLIPS, DESKPAD, SHARPIES	\$244.05	77725200-54100	SUPPLIES	\$244.05
	3693	CARTRIDGES	\$65.31	80026200-54100	SUPPLIES	\$65.31
	98850	CARTRIDGE	\$400.65	82027111-54100	SUPPLIES	\$400.65
		Vendor Total:		\$799.56		

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STATE CONTROLLER'S OFFICE	FTB-00001130	2018 OFFSETS PROGRAM	\$67.51	64020213-54100	SUPPLIES	\$67.51
					Vendor Total:	\$67.51
STEVEN OROPEZA	DV010920	EXAM REIMBURSEMENT	\$209.00	10023320-57100	LEARNING AND DEVELOPMENT	\$209.00
					Vendor Total:	\$209.00
THATCHER COMPANY OF CALIFORNIA INC	271370	LIQUID FERRIC CHLORIDE	\$8,988.28	84027225-58202	CHEMICALS	\$8,988.28
					Vendor Total:	\$8,988.28
THE GST TAX EXEMPT TRUST FBO DAVID C RYAN	DV010320	SEWER LATERAL REIMBURSEMENT	\$2,000.00	84427222-52100	CONTRACTUAL SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
THE PEAVEY COMPANY	364983	EVIDENCE SUPPLIES	\$142.57	10020210-54201	PRISONER EXPENSE	\$142.57
					Vendor Total:	\$142.57
TRI-VALLEY PAINTS	1-86427	PAINT SUPPLIES	\$19.77	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.02)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.09)
				10022100-56130	EXTERNAL SERVICES	\$0.15
				10022100-56130	EXTERNAL SERVICES	\$19.77
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.04)
					Vendor Total:	\$19.77
UKIAH AUTO PARTS	139620	V-BELT	\$27.76	84027225-56300	BUILDING MAINT. & REPAIR	\$27.76
	137599	HOSE	\$2.70	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.70
	138736	CORE DEPOSIT	(\$17.42)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$17.42)
	STMT010620	DISCOUNT	(\$11.16)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$11.16)
	138693	OIL FILTER	\$16.66	10020210-56130	EXTERNAL SERVICES	\$16.66
	137714	BATTERY, CORE DEPOSIT	\$157.77	10020210-56130	EXTERNAL SERVICES	\$157.77
	140284	WIPER BLADES	\$47.74	10020224-56130	EXTERNAL SERVICES	\$47.74
	138581	BATTERY, CORE DEPOSIT	\$195.83	77725200-56130	EXTERNAL SERVICES	\$195.83
	140110	OIL FILTER, SILICONE SPRAY	\$11.76	82027111-56130	EXTERNAL SERVICES	\$11.76
	140178	LIGHT BULB	\$18.05	82027111-56130	EXTERNAL SERVICES	\$18.05

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH AUTO PARTS	137678	DISC	\$7.61	84027221-56130	EXTERNAL SERVICES	\$7.61
	140109	REFLECTORS	\$10.89	84027221-56130	EXTERNAL SERVICES	\$10.89
	137676	ALUMIMUN POLISH	\$21.85	84027221-56130	EXTERNAL SERVICES	\$21.85
	137526	TIRE WAX, GLASS CLEANER, CHROME POLISH	\$85.17	84027221-56130	EXTERNAL SERVICES	\$85.17
	138598	CARB-CHOKE CLEANER	\$22.80	20324100-54100	SUPPLIES	\$22.80
Vendor Total:						\$598.01
UKIAH DAILY JOURNAL	0006414620-01	EMPLOYMENT ADVERTISING	\$590.38	10016100-54162	ADVERTISING	\$590.38
	0006421277-01	EMPLOYMENT ADVERTISING	\$630.13	10016100-54162	ADVERTISING	\$630.13
	0006420795	PUBLIC NOTICE	\$118.66	10023100-52515	ADVERTISING & PUBLICATION	\$118.66
	0006423736	PUBLISHING SERVICES FOR FY 19/	\$63.05	10012500-52150	LEGAL SERVICES/EXPENSES	\$63.05
	0006429634	PUBLISHING SERVICES FOR FY 19/	\$82.11	10012500-52150	LEGAL SERVICES/EXPENSES	\$82.11
	0006432245	PUBLIC HEARING	\$63.05	91521400-52150	LEGAL SERVICES/EXPENSES	\$63.05
Vendor Total:						\$1,547.38
UKIAH PAPER SUPPLY	1505550	MISC. JANITORIAL SUPPLIES AS N	\$360.66	80026120-54102	SMALL TOOLS	\$360.66
	1506400	MISC. JANITORIAL SUPPLIES AS N	\$432.03	10022100-54100	SUPPLIES	\$432.03
	1506199	MISC. JANITORIAL SUPPLIES AS N	\$25.45	73022600-54100	SUPPLIES	\$25.45
	506330	MISC. JANITORIAL SUPPLIES AS N	\$568.77	73022600-54100	SUPPLIES	\$568.77
	1505772	MISC. JANITORIAL SUPPLIES AS N	\$186.37	80026120-54100	SUPPLIES	\$186.37
	1506493	MISC. JANITORIAL SUPPLIES AS N	\$186.37	80026120-54100	SUPPLIES	\$186.37
	505929	MISC. JANITORIAL SUPPLIES AS N	\$93.37	84027225-54100	SUPPLIES	\$93.37
	506040	MISC. JANITORIAL SUPPLIES AS N	\$228.28	84027225-54100	SUPPLIES	\$228.28
Vendor Total:						\$2,081.30
UKIAH TROPHIES & GIFTS	065216	ENGRAVING SERVICES	\$21.78	90000000-23212	ADOPT-A-TREE PROGRAM	\$21.78
Vendor Total:						\$21.78
ULINE	115211284	PARKING POLY BAGS	\$46.22	64020213-54100	SUPPLIES	\$46.22
Vendor Total:						\$46.22
UNIVAR USA INC	SJ324188	SODIUM BISULFITE WWTP	(\$1,174.54)	84027225-58202	CHEMICALS	(\$1,174.54)
	SJ978130	SODIUM BISULFITE WWTP	\$5,266.50	84027225-58202	CHEMICALS	\$5,266.50

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNIVAR USA INC	SJ969198	SODIUM BISULFITE WWTP	\$5,638.29	84027225-58202	CHEMICALS	\$5,638.29
					Vendor Total:	\$9,730.25
VERIZON WIRELESS	9844595158	DATA & EMERGENCY LOANER PHONES	\$1,825.25	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10012100-55100	TELEPHONE	\$38.01
				10020210-55100	TELEPHONE	\$76.02
				10022100-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$38.01
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10023320-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$53.66
				20913900-55100	TELEPHONE	\$423.72
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$38.01
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$232.06
				82027110-55100	TELEPHONE	\$117.20
				82027111-55100	TELEPHONE	\$76.02
				82027114-55100	TELEPHONE	\$40.02
				84027220-55100	TELEPHONE	\$98.18
				84027221-55100	TELEPHONE	\$154.05
					Vendor Total:	\$1,825.25
VWR INTERNATIONAL INC	8088546746	LABORATORY SUPPLIES WWTP	\$237.04	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$237.04
	8088601523	LABORATORY SUPPLIES WWTP	\$77.65	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$29.84
				84027225-54103	LAB SUPPLIES	\$47.81
					Vendor Total:	\$314.69
WAGNER & BONSIGNORE	11-19-386	ENG SVCS FOR WATER RIGHT PERMI	\$2,937.00	82027110-52100	CONTRACTUAL SERVICES	\$2,937.00
					Vendor Total:	\$2,937.00

List of Checks Presented for Approval on 1/10/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	008172	CHRISTMAS LIGHTS	\$70.55	20824300-54100	SUPPLIES	\$70.55
	000352	HANGERS, RIBBONS, TAPE, TINSEL GIFT BOX	\$117.58	20824300-54100	SUPPLIES	\$117.58
	000356	CHRISTMAS LIGHTS	\$424.34	20824300-54100	SUPPLIES	\$424.34
	004963	OMNI-FLEX CONNECTOR	\$2.14	20913900-54100	SUPPLIES	\$2.14
	003196	ADHENSIVE HOOKS	\$5.38	20913900-54100	SUPPLIES	\$5.38
	004570	MAT, HANGERS	\$12.11	20913900-54100	SUPPLIES	\$12.11
	003593	ICE RINK SUPPLIES	\$201.02	31422860-54100	SUPPLIES	\$201.02
	009172	ICE RINK SUPPLIES	\$452.22	31422860-54100	SUPPLIES	\$452.22
	000690	CLAMP	\$10.39	80026110-54100	SUPPLIES	\$10.39
	000326	STORAGE TAPE	\$113.40	80026110-54100	SUPPLIES	\$113.40
	008168	TAPE	\$107.90	80026120-54100	SUPPLIES	\$107.90
	Vendor Total:					\$1,517.03
WECO INDUSTRIES LLC	0044746-IN	STO-WHR-3/4-SWT-HYBRID-PKG-80,	\$9,293.77	84027221-54102	SMALL TOOLS	\$9,293.77
	Vendor Total:					\$9,293.77
WESCO DISTRIBUTION INC	547493	(C-834) COND, 600 V OH AL #2 S	\$3,084.54	80000000-12104	INVENTORY - PURCHASES	\$3,084.54
	Vendor Total:					\$3,084.54
WEST YOST ASSOCIATED	2039952	RRWA EXECUTIVE SERVICES AGREEM	\$30,444.37	91190100-52100	CONTRACTUAL SERVICES	\$8,470.79
				91190100-52100	CONTRACTUAL SERVICES	\$10,861.25
				91190100-52100	CONTRACTUAL SERVICES	\$11,112.33
	Vendor Total:					\$30,444.37
WILLOW COUNTY WATER DIST	40351 NOV 19	WATER SERVICE - 1640 S STATE	\$20.00	31122000-55210	UTILITIES	\$20.00
	40353 NOV 19	WATER SERVICE - 1640 S STATE ST	\$29.67	31122000-55210	UTILITIES	\$29.67
	81154 NOV 19	WATER SERVICE - SEWER TREATMENT PLANT	\$67.25	84027225-55210	UTILITIES	\$67.25
	Vendor Total:					\$116.92
XYLEM WATER SOLUTIONS USA INC	3556A98119	#6020.091-0007, PUMP, NX-4 MT/	\$7,439.43	84027221-80100	MACHINERY & EQUIPMENT	\$7,439.43
	3556B02067	#6020.091-0007, PUMP, NX-4 MT/	\$14,909.35	84027221-80100	MACHINERY & EQUIPMENT	\$14,909.35
	Vendor Total:					\$22,348.78
INVOICE TOTAL:						\$411,110.68

List of Checks Presented for Approval on 1/17/2020

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

 1-29-2020  CR 1/21/20
Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ABB INC	8600009813	(CB-01) CAPACITOR BANK, OUTDOO	\$64,236.25	80000000-12104	INVENTORY - PURCHASES	\$64,236.25
					Vendor Total:	\$64,236.25
ADAM ELLEDGE	TA 1/26-31/20	TRAVEL ADVANCE	\$792.18	10020210-57100	LEARNING AND DEVELOPMENT	\$792.18
					Vendor Total:	\$792.18
ADVANCED SECURITY SYSTEMS	501797	MONTHLY ALARM SERVICES FOR 130	\$24.75	10021210-52180	SECURITY SERVICES	\$12.38
				91521400-52180	SECURITY SERVICES	\$12.37
					Vendor Total:	\$24.75
ALHAMBRA NATIONAL WATER	5109554 010620	DRINKING WATER SERVICES	\$110.98	10022700-52100	CONTRACTUAL SERVICES	\$40.01
				84027225-54100	SUPPLIES	\$70.97
					Vendor Total:	\$110.98
ALPHA ANALYTICAL LABORATORIES INC	9122875-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$110.00	82027111-52100	CONTRACTUAL SERVICES	\$110.00
	9123729-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$110.00	82027111-52100	CONTRACTUAL SERVICES	\$110.00
	9121542-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$170.00	82027111-52100	CONTRACTUAL SERVICES	\$170.00
	9122064-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$230.00	82027111-52100	CONTRACTUAL SERVICES	\$230.00
	9121725-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$480.00	82027111-52100	CONTRACTUAL SERVICES	\$480.00
	9122212-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$1,170.00	82027111-52100	CONTRACTUAL SERVICES	\$1,170.00
	9121270-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9121611-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9124078-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$59.00	84027225-52100	CONTRACTUAL SERVICES	\$59.00
	9121231-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$80.00	84027225-52100	CONTRACTUAL SERVICES	\$80.00
	9121209-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$85.00	84027225-52100	CONTRACTUAL SERVICES	\$85.00
	9124040-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$118.00	84027225-52100	CONTRACTUAL SERVICES	\$118.00
	9121621-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$139.00	84027225-52100	CONTRACTUAL SERVICES	\$139.00

List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	9122141-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$162.00	84027225-52100	CONTRACTUAL SERVICES	\$162.00
	9124039-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$162.00	84027225-52100	CONTRACTUAL SERVICES	\$162.00
	9121697-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$170.00	84027225-52100	CONTRACTUAL SERVICES	\$170.00
	9121660-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTUAL SERVICES	\$177.00
	9122886-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$177.00	84027225-52100	CONTRACTUAL SERVICES	\$177.00
	9121510-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	9121520-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	9122614-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	9123355-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$255.00	84027225-52100	CONTRACTUAL SERVICES	\$255.00
	9122408-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTUAL SERVICES	\$291.00
	9123084-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTUAL SERVICES	\$291.00
	9123278-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTUAL SERVICES	\$291.00
	9124499-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$291.00	84027225-52100	CONTRACTUAL SERVICES	\$291.00
	9122035-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$380.00	84027225-52100	CONTRACTUAL SERVICES	\$380.00
	9124026-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$380.00	84027225-52100	CONTRACTUAL SERVICES	\$380.00
	9124512-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$410.00	84027225-52100	CONTRACTUAL SERVICES	\$410.00
	9123083-UKIAHSTP	MISC. LABORATORY WORK AS NEEDED	\$748.00	84027225-52100	CONTRACTUAL SERVICES	\$748.00
	Vendor Total:					\$7,819.00
ALSEA GEOSPATIAL INC	2019100	INCIDENT VIEW APP FOR IOS/ANDR	\$150.00	10021210-54320	SOFTWARE	\$75.00
				91521400-54320	SOFTWARE	\$75.00
	Vendor Total:					\$150.00
AMAURY CONTRERAS	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$264.00	10021210-52181	VOLUNTEER EXPENSES	\$88.00
				91521400-52181	VOLUNTEER EXPENSES	\$176.00
	Vendor Total:					\$264.00
AMAZON CAPITAL SERVICES	1GYT-M399-4NQR	DRY ERASE MARKERS AND CABLE	\$41.75	20913900-54100	SUPPLIES	\$41.75
	1NVJ-JRVK-39GD	SURGICAL TAPE	\$12.23	31422860-54100	SUPPLIES	\$12.23
	1M4F-F4JG-194K	FUEL BREATHES CAPS	\$9.68	82027114-54100	SUPPLIES	\$9.68
	1YD6-J3C3-QNHX	RAIN GEAR- SEWER	\$63.63	84027221-54100	SUPPLIES	\$63.63
	Vendor Total:					\$127.29

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMERICAN SOCIETY OF COMPOSERS	DV011320	2020 CONCERT IN THE PARK LICENCE	\$363.00	90000000-23226	CONCERT SERIES	\$363.00
					Vendor Total:	\$363.00
ANDREW PHILLIPS	TA 1/29 - 31/20	TRAVEL ADVANCE	\$721.01	10020210-57100	LEARNING AND DEVELOPMENT	\$721.01
					Vendor Total:	\$721.01
ANIXTER	4449472-02	(PD-5052) PAD, BOX TRANSFORMER	\$1,563.14	80000000-12104	INVENTORY - PURCHASES	\$1,563.14
					Vendor Total:	\$1,563.14
AT&T	000014122049	T1 TO INTERNET FOR DOJ/CLETS	\$301.34	10020210-55100	TELEPHONE	\$150.67
				20620231-55100	TELEPHONE	\$150.67
	000014125061	TELEPHONE SERVICES	\$15.48	10021210-55100	TELEPHONE	\$7.74
				91521400-55100	TELEPHONE	\$7.74
	000014125060	TELEPHONE SERVICES	\$23.51	10021210-55100	TELEPHONE	\$11.75
				91521400-55100	TELEPHONE	\$11.76
	2463 DEC 19	TELEPHONE	\$51.96	10021210-55100	TELEPHONE	\$25.98
				91521400-55100	TELEPHONE	\$25.98
	000014159945	T1 TO INTERNET	\$573.75	20913900-55100	TELEPHONE	\$573.75
	000014160342	TELEPHONE SERVICES	\$5,052.31	20913900-55100	TELEPHONE	\$5,052.31
	1718 JAN 20	CC TERMINAL	\$216.03	77725200-55100	TELEPHONE	\$216.03
					Vendor Total:	\$6,234.38
B & B INDUSTRIAL SUPPLY INC	212738	ALL THREAD BOLTS	\$7.61	10022300-54106	SPECIALTY SUPPLIES	\$7.61
	212680	CAPS PRESSED STEEL	\$10.42	10022100-54100	SUPPLIES	\$10.42
	213064	SQUARE TUBING	\$71.86	82027114-54100	SUPPLIES	\$71.86
	213042	SQUARE TUBING, ROLLED ROUND WEIGHT AND FLAT BAR	\$322.39	82027114-54100	SUPPLIES	\$322.39
					Vendor Total:	\$412.28
BARBARA J DANIELS	DV010720	ART - RENDERING OF DOWNTOWN	\$750.00	10012600-52510	ADVERTISING & PROMOTION	\$750.00
					Vendor Total:	\$750.00
BAYSIDE PRINTED PRODUCTS	116607	5000 WINDOWED A-4, #24 GREEN W	\$990.50	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.46)
				20513300-54100	SUPPLIES	\$3.46

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BAYSIDE PRINTED PRODUCTS	116607	5000 WINDOWED A-4, #24 GREEN W	\$990.50	20513300-54100	SUPPLIES	\$990.50
					Vendor Total:	\$990.50
BENJAMIN KATER	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$752.00	10021210-52181	VOLUNTEER EXPENSES	\$128.00
				91521400-52181	VOLUNTEER EXPENSES	\$624.00
					Vendor Total:	\$752.00
BRIAN KLATT	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$528.00	10021210-52181	VOLUNTEER EXPENSES	\$96.00
				91521400-52181	VOLUNTEER EXPENSES	\$432.00
					Vendor Total:	\$528.00
BRIAN VALENTE	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$544.00	10021210-52181	VOLUNTEER EXPENSES	\$128.00
				91521400-52181	VOLUNTEER EXPENSES	\$416.00
					Vendor Total:	\$544.00
BUSINESS CARD	62100555967	JOB ADVERTISEMENT	\$49.00	10016100-54162	ADVERTISING	\$49.00
	62100574251	JOB ADVERTISEMENT	\$49.00	10016100-54162	ADVERTISING	\$49.00
	102519	JOB ADVERTISEMENT	\$725.00	10016100-54162	ADVERTISING	\$725.00
	9169283777	JOB ADVERTISEMENT	\$800.00	10016100-54162	ADVERTISING	\$800.00
	AD-JAN 20	JOB ADVERTISEMENT	\$800.00	10016100-54162	ADVERTISING	\$800.00
	122719	JOB ADVERTISEMENT	\$1,000.00	10016100-54162	ADVERTISING	\$1,000.00
	5201681	FACEBOOK ADVERTISING	\$49.50	10012300-52510	ADVERTISING & PROMOTION	\$49.50
	5239752	FACEBOOK ADVERTISING	\$121.27	10012300-52510	ADVERTISING & PROMOTION	\$121.27
	469129133	#86UM8070PUA - LG 86" 4K ULTRA	\$1,911.22	84027225-54330	COMPUTER AND TECHNOLOGY	(\$102.96)
				84027225-54330	COMPUTER AND TECHNOLOGY	\$2,014.18
	539860	DOOR STRAP ASSEMBLY	\$231.85	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$1.02)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.26)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.04)
				10020210-56130	EXTERNAL SERVICES	\$18.36
				10020210-56130	EXTERNAL SERVICES	\$231.85
				90000000-23028	MEASURE Y DISTRICT TAX	(\$1.04)
				90000000-23013	STATE USE TAX LIABILITY	(\$15.00)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	91166344	POWER ADAPTER	\$40.73	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$40.73
	JTSKRP	AIRFARE - C RASMASON	\$639.99	10013200-57100	LEARNING AND DEVELOPMENT	\$639.99
	32MK3CPT	LODGING - O KEOUGH	\$285.48	10013400-57100	LEARNING AND DEVELOPMENT	\$285.48
	112-8246	HEADPHONES	\$146.70	10016100-57100	LEARNING AND DEVELOPMENT	\$146.70
	32MK46NZ	LODGING - S MANNION	\$220.36	10016100-57100	LEARNING AND DEVELOPMENT	\$220.36
	1547105	REGISTRATION - S MANNION	\$975.00	10016100-57100	LEARNING AND DEVELOPMENT	\$975.00
	W1130	REGISTRATION - J WYATT	\$95.00	10020210-57100	LEARNING AND DEVELOPMENT	\$95.00
	INV2-WBEY	REGISTRATION - J WYATT	\$250.00	10020210-57100	LEARNING AND DEVELOPMENT	\$250.00
	100802334	ON-LINE TESTING	\$209.00	10023320-57100	LEARNING AND DEVELOPMENT	\$209.00
	011520	RETIREMENT DINNER - R SEANOR	\$73.15	10024210-57100	LEARNING AND DEVELOPMENT	\$73.15
	122319 1	AIRFARE - D KIRCH	\$611.00	20324100-57100	LEARNING AND DEVELOPMENT	\$611.00
	122319	AIRFARE - J THIELE	\$611.00	20324100-57100	LEARNING AND DEVELOPMENT	\$611.00
	1208663	REGISTRATION - J THIELE, D KIRCH	\$638.00	20324100-57100	LEARNING AND DEVELOPMENT	\$638.00
	1908511	COURSE #EECR 4010: PROJECT MAN	\$845.75	20413500-57100	LEARNING AND DEVELOPMENT	\$845.75
	00403	BACIAA MEMBERSHIP RENEWAL	\$60.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$60.00
	0043812	IACP MEMBERSHIP FEE	\$190.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$190.00
	3443-0069	VENTURA MEMBERSHIP	\$119.00	10023100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$119.00
	010320	BREAK ROOM SUPPLIES	\$3.98	10012200-54100	SUPPLIES	\$3.98
	121719	BREAK ROOM SUPPLIES	\$5.97	10012200-54100	SUPPLIES	\$5.97
	03207J	GET WELL FLOWERS - L MARTIN	\$81.66	10013400-54100	SUPPLIES	\$81.66
	86543	1099 FORMS	\$155.82	10016100-54100	SUPPLIES	\$155.82
	US-959402455	REPLACEMENT ACCESSORY KIT	\$31.57	10022810-54100	SUPPLIES	\$31.57
	121219	CORP YARD BBQ SUPPLIES	\$7.99	20824300-54100	SUPPLIES	\$7.99

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BUSINESS CARD	07823J	CORP YARD CHRISTMAS BBQ SUPPLIES	\$16.16	20824300-54100	SUPPLIES	\$16.16
	100535814 1	HOT DOG ROLLER REFUND	(\$157.99)	31422860-54100	SUPPLIES	(\$157.99)
	3036237	HEAT GUN TOOL	\$398.15	63820210-54100	SUPPLIES	\$398.15
	SF-D 23220	REPLACEMENT PHONE - T SANTO	\$30.08	80026400-55100	TELEPHONE	\$30.08
					Vendor Total:	\$12,320.39
CA BUILDING STANDARDS COMMISSION	OCT-DEC 19	QUARTERLY REPORT FOR BSA	\$120.60	90000000-23027	BUILDING STDS ADMIN SPEC FD	\$134.00
				10000000-48110	MISCELLANEOUS RECEIPTS	(\$13.40)
					Vendor Total:	\$120.60
CA DIVISION OF THE STATE ARCHITECT	4TH QTR 19	4TH QTR 2019 DISABILITY FEE	\$127.60	90000000-23012	STATE \$1 BUS. LIC. SET ASIDE	(\$1,148.40)
				90000000-23002	STATE \$1 BUSINESS LICENSE FEE	\$1,276.00
					Vendor Total:	\$127.60
CALIFORNIA ASSOCIATION OF MUSEUMS	5397	REGISTRATION- D BURTON	\$279.50	10022700-57100	LEARNING AND DEVELOPMENT	\$279.50
					Vendor Total:	\$279.50
CALIFORNIA INFRASTRUCTURE AND ECONOMIC	62969	IBANK INFRASTRUCTURE FINANCING	\$63,314.10	10000000-70102	BOND INTEREST EXPENSE	\$63,314.10
					Vendor Total:	\$63,314.10
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	200005618	REGISTRATION- D HARRIS	\$425.00	10013400-57100	LEARNING AND DEVELOPMENT	\$425.00
					Vendor Total:	\$425.00
CANDICE RASMASON	TA1/23/20	TRAVEL ADVANCE	\$25.00	10013200-57100	LEARNING AND DEVELOPMENT	\$25.00
					Vendor Total:	\$25.00
CANTEEN SERVICE	5975:006622	WATER FILTRATION SERVICE POLICE	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
					Vendor Total:	\$45.00
CARDINAL PUMP COMPANY	045099	PULSA FEEDER / PUMP	\$767.00	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$767.00
					Vendor Total:	\$767.00
CHEM DRY	20117	CARPET CLEANING SERVICES	\$1,205.00	10022700-56300	BUILDING MAINT. & REPAIR	\$1,205.00
					Vendor Total:	\$1,205.00
CINTAS CORPORATION	4037269755	RUG/MAT & UNIFORM SERVICES	\$37.09	20822500-56300	BUILDING MAINT. & REPAIR	\$37.09

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	4037915146	RUG/MAT & UNIFORM SERVICES	\$37.09	20822500-56300	BUILDING MAINT. & REPAIR	\$37.09
	4038462551	RUG/MAT & UNIFORM SERVICES	\$37.09	20822500-56300	BUILDING MAINT. & REPAIR	\$37.09
	4036727262	RUG/MAT & UNIFORM SERVICES	\$50.05	20822500-56300	BUILDING MAINT. & REPAIR	\$50.05
	4037269678	RUG/MAT & UNIFORM SERVICES	\$43.80	20324100-52100	CONTRACTUAL SERVICES	\$43.80
	4037915223	RUG/MAT & UNIFORM SERVICES	\$43.80	20324100-52100	CONTRACTUAL SERVICES	\$43.80
	4036727160	RUG/MAT & UNIFORM SERVICES	\$64.60	20324100-52100	CONTRACTUAL SERVICES	\$64.60
	4037915213	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-52100	CONTRACTUAL SERVICES	\$35.00
	5014924628	RUG/MAT & UNIFORM SERVICES	\$948.21	10024620-54100	SUPPLIES	\$316.07
				80026110-54100	SUPPLIES	\$316.09
				82027114-54100	SUPPLIES	\$158.04
				84027221-54100	SUPPLIES	\$158.01
	4036727171	RUG/MAT & UNIFORM SERVICES	\$35.00	73022600-54100	SUPPLIES	\$35.00
	4036819130	RUG/MAT & UNIFORM SERVICES	\$24.51	77725200-54100	SUPPLIES	\$24.51
					Vendor Total:	\$1,356.24
CLARK PEST CONTROL	25097040	PEST CONTROL SVCS	\$94.00	80026210-52100	CONTRACTUAL SERVICES	\$94.00
	25085547	PEST CONTROL SVCS	\$74.00	80026220-52100	CONTRACTUAL SERVICES	\$74.00
	25251684	PEST CONTROL SVCS	\$95.00	80026400-52100	CONTRACTUAL SERVICES	\$95.00
					Vendor Total:	\$263.00
CODE PUBLISHING COMPANY	65731	CODIFICATION SERVICES AS PER A	\$100.50	10012500-52100	CONTRACTUAL SERVICES	\$100.50
					Vendor Total:	\$100.50
COFFEE CRITIC INC, THE	R22945	MISC. COFFEE SUPPLIES AS NEEDED	\$90.00	10012200-54100	SUPPLIES	\$90.00
					Vendor Total:	\$90.00
COLANTUONO HIGHSMITH & WHATLEY PC	41100	LEGAL SERVICES	\$30.00	84427222-52100	CONTRACTUAL SERVICES	\$30.00
					Vendor Total:	\$30.00
COLTON HINES	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$88.00	10021210-52181	VOLUNTEER EXPENSES	\$32.00
				91521400-52181	VOLUNTEER EXPENSES	\$56.00
					Vendor Total:	\$88.00
COMCAST	5488 JAN 20	INTERNET SERVICES	\$98.24	10021210-55100	TELEPHONE	\$49.12
				91521400-55100	TELEPHONE	\$49.12
	1067 JAN 20	INTERNET SERVICES	\$123.19	10021210-55100	TELEPHONE	\$61.59

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
COMCAST	1067 JAN 20	INTERNET SERVICES	\$123.19	91521400-55100	TELEPHONE	\$61.60
	1296 JAN 20	INTERNET SERVICES	\$170.31	20913900-55100	TELEPHONE	\$170.31
	4635 JAN 20	INTERNET SERVICES	\$247.00	20913900-55100	TELEPHONE	\$247.00
	Vendor Total:					\$638.74
COOPER COMPLIANCE CORPORATION	2023	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTUAL SERVICES	\$500.00
	Vendor Total:					\$500.00
CRESTLINE SPECIALTIES, INC	2445798	POCKET POWER BANK AND LASER ENGRAVING	\$934.05	63820210-54100	SUPPLIES	\$934.05
	Vendor Total:					\$934.05
DANIEL STEEL & MACHINE INC	15139	CRANE SERVICES AS NEEDED AT WW	\$35.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$35.00
	15116	CRANE SERVICES AS NEEDED AT WW	\$881.89	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$881.89
	15136	LABOR AND MATERIALS	\$56.51	84027221-54100	SUPPLIES	\$56.51
	Vendor Total:					\$973.40
DAVID BIGLER	4	DEVELOPMENT OF WATER CONS METH	\$3,500.00	82227113-80230	INFRASTRUCTURE	\$3,500.00
	Vendor Total:					\$3,500.00
DAVID KIRCH	TA 1/21-23/20	TRAVEL ADVANCE	\$105.00	20324100-57100	LEARNING AND DEVELOPMENT	\$105.00
	Vendor Total:					\$105.00
DE NORA WATER TECHNOLOGIES	1698130	A-1088 MOTOR ASSEMBLY 120 V AN	\$3,556.17	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,556.17
	1698255	CLEANING BALLS AND CELLS	\$386.42	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$386.42
	Vendor Total:					\$3,942.59
DEEP VALLEY SECURITY	355986 6	SECURITY SYSTEM MONITORING AT	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	355986	ALARM SERVICES PER ATTACHED CO	\$278.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20822500-52180	SECURITY SERVICES	\$42.95
				20824300-52180	SECURITY SERVICES	\$49.00
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95
				82027111-52180	SECURITY SERVICES	\$20.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	355986	ALARM SERVICES PER ATTACHED CO	\$278.65	82027111-52180	SECURITY SERVICES	\$24.95
	355986 5	SECURITY UPGRADE & MONITORING/	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	355986 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	355986 2	MONITORING - STREET/WATER DEPT	\$24.95	20824300-52180	SECURITY SERVICES	\$24.95
	355986 3	MONITORING - GARAGE	\$36.95	20824300-52180	SECURITY SERVICES	\$36.95
	355986 4	PROVIDE AND INSTALL ELECTRONIC	\$52.95	80026400-52180	SECURITY SERVICES	\$52.95
	Vendor Total:					\$509.35
DEPARTMENT OF JUSTICE	425964	FINGERPRINTS	\$603.00	10020210-54169	LIVESCAN	\$603.00
	426071	FINGERPRINTS	\$147.00	10022900-54169	LIVESCAN	\$147.00
	Vendor Total:					\$750.00
DEPT OF CONSERVATION	OCT-DEC 19	OCT-DEC 2019 SMIP TAX RETURN	\$509.14	90000000-23006	STRONG MOTION ED. SET ASIDE	(\$26.80)
				90000000-23005	STRONG MOTION INSTR. PROG.	\$535.94
				Vendor Total:		
EDDIE VEDOLLA JR	DV120319 B	INSTRUCTOR	\$42.00	10022850-52100	CONTRACTUAL SERVICES	\$42.00
	DV120319 A	INSTRUCTOR	\$84.00	10022850-52100	CONTRACTUAL SERVICES	\$84.00
	Vendor Total:					\$126.00
EFAX CORPORATE	1367508	EFAX SERVICES	\$149.50	10012200-52100	CONTRACTUAL SERVICES	\$149.50
					Vendor Total:	
EFFICIENCY SERVICES GROUP LLC	2560	ADMIN OF EUD PUBLIC BENEFITS P	\$3,950.00	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,950.00
					Vendor Total:	
ELECTROMARK	9341883866	HIGH VOLTAGE VINYL	\$240.57	80000000-12104	INVENTORY - PURCHASES	\$240.57
					Vendor Total:	
EMBLEM ENTERPRISES	774731	POLICE PATCHES	\$800.67	10020210-54100	SUPPLIES	\$800.67
					Vendor Total:	
FBI-NAA CALIF-SACRAMENTO DIV	50533-2020	ANNUAL MEMBERSHIP - JUSTIN WYATT	\$125.00	10020210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$125.00
					Vendor Total:	
FEDERAL EXPRESS	6-873-76021	SHIPPING SERVICES	\$28.51	25321210-54101	POSTAGE	\$14.25
				91621400-54101	POSTAGE	\$14.26
				Vendor Total:		

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FLEETPRIDE	43062758	ALTERNATOR	\$272.81	91521400-56130	EXTERNAL SERVICES	\$272.81
					Vendor Total:	\$272.81
GABRIEL QUINONEZ	BA FY19/20	BOOT ALLOWANCE	\$150.00	82027111-54100	SUPPLIES	\$150.00
					Vendor Total:	\$150.00
GABRIELA BUSHWAY	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$72.00	91521400-52181	VOLUNTEER EXPENSES	\$72.00
					Vendor Total:	\$72.00
GALLS PARENT HOLDINGS LLC	014606278	#BP1164 BLK CTM WT - LAPD SERI	\$26.67	10020210-54100	SUPPLIES	\$26.67
					Vendor Total:	\$26.67
GCR TIRES & SERVICES	851-48419	TIRES, TUBES, REPAIRS & LABOR	\$374.74	10020210-56130	EXTERNAL SERVICES	\$374.74
	851-48428	TIRES, TUBES, REPAIRS & LABOR	\$469.53	10020210-56130	EXTERNAL SERVICES	\$469.53
	851-48324	TIRES, TUBES, REPAIRS & LABOR	\$489.57	10020210-56130	EXTERNAL SERVICES	\$489.57
	851-48402	TIRES, TUBES, REPAIRS & LABOR	\$571.57	10020210-56130	EXTERNAL SERVICES	\$571.57
	851-48320	TIRES, TUBES, REPAIRS & LABOR	\$781.07	10020210-56130	EXTERNAL SERVICES	\$781.07
	851-48322	TIRES, TUBES, REPAIRS & LABOR	\$32.18	10022100-56130	EXTERNAL SERVICES	\$32.18
	851-48481	TIRES, TUBES, REPAIRS & LABOR	\$414.57	10022100-56130	EXTERNAL SERVICES	\$414.57
					Vendor Total:	\$3,133.23
GENERAL PACIFIC INC	1360057	KLEIN #5109S- WIDE OPENING BUC	\$1,441.65	80026120-54102	SMALL TOOLS	\$1,441.65
	1359142	BARREL LOCK KEY	\$271.10	20513380-54100	SUPPLIES	\$271.10
					Vendor Total:	\$1,712.75
GHD INC	133753	RAIL TRAIL PHASE 3	\$5,704.16	51124210-80230	INFRASTRUCTURE	\$5,704.16
					Vendor Total:	\$5,704.16
GRAINGER INC	9401755146	BABY WIPES	\$24.47	10021210-54100	SUPPLIES	\$12.23
				91521400-54100	SUPPLIES	\$12.24
	9398205196	ALUMINUM FOIL AND TIRE SHINE	\$127.09	10021210-54100	SUPPLIES	\$63.54
				91521400-54100	SUPPLIES	\$63.55
	9368849379	CLEANERS, DETERGENT AND TRASH BAGS	\$207.55	10021210-54100	SUPPLIES	\$103.78
				91521400-54100	SUPPLIES	\$103.77
					Vendor Total:	\$359.11
GRANITE CONSTRUCTION COMPANY	1731712	MISC. ROCK & ROAD PATCH MATERI	\$672.16	10024620-54120	PW - SPECIAL SUPPLIES	\$569.77

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRANITE CONSTRUCTION COMPANY	1731712	MISC. ROCK & ROAD PATCH MATERI	\$672.16	84027221-54100	SUPPLIES	\$102.39
	1731701	MISC. ROCK & ROAD PATCH MATERI	\$2,425.85	84027221-54100	SUPPLIES	\$2,425.85
	Vendor Total:					\$3,098.01
GREG OWEN	TA 1/26-29/20	TRAVEL ADVANCE	\$380.00	77725200-57100	LEARNING AND DEVELOPMENT	\$380.00
					Vendor Total:	
HAILEY STONE	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$56.00	10021210-52181	VOLUNTEER EXPENSES	\$8.00
				91521400-52181	VOLUNTEER EXPENSES	\$48.00
				Vendor Total:		\$56.00
HDL COREN & CONE	0027470-IN	PROPERTY TAX CONSULTING SERVIC	\$8,705.00	10012200-52100	CONTRACTUAL SERVICES	\$8,705.00
					Vendor Total:	
HERC RENTALS INC	31232512-001	RENTAL OR PURCHASE OF MISC. EQUIPMENT	\$467.34	10024620-52100	CONTRACTUAL SERVICES	\$467.34
	30799351-006	WATER TRUCK 2000 GALLON DSL -	\$2,922.07	82027111-52100	CONTRACTUAL SERVICES	\$2,922.07
	Vendor Total:					\$3,389.41
HILDEBRAND CONSULTING LLC	161	SEWER RATE STUDY	\$25,179.00	84427222-52100	CONTRACTUAL SERVICES	\$12,589.50
				94000000-52100	CONTRACTUAL SERVICES	\$12,589.50
				Vendor Total:		\$25,179.00
IAN BROESKE	TR 1/2-6/20	TRAVEL REIMBURSEMENT	\$902.24	10021210-57100	LEARNING AND DEVELOPMENT	\$451.12
				91521400-57100	LEARNING AND DEVELOPMENT	\$451.12
				Vendor Total:		\$902.24
INFOSEND INC	163907	UB PRINT & MAIL SERVICES	\$1,002.50	80626450-52139	RESEARCH DEVELOPMENT & DEMO	\$1,002.50
Vendor Total:						\$1,002.50
INSTITUTE FOR ENVIROMENTAL HEALTH INC	BVL338	ANALYZE WATER SAMPLES	\$359.30	82027111-52100	CONTRACTUAL SERVICES	\$359.30
					Vendor Total:	
INTEGRITY SHRED	101869	SHREDDING SERVICES	\$57.00	20513300-52100	CONTRACTUAL SERVICES	\$57.00
	101868	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
	Vendor Total:					\$114.00
INTERNATIONAL CODE COUNCIL	1001134075	RESIDENTIAL CODING	\$59.00	10023320-57100	LEARNING AND DEVELOPMENT	\$59.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
INTERNATIONAL CODE COUNCIL	1001111673	CODING TABS	\$97.66	10023320-57100	LEARNING AND DEVELOPMENT	\$97.66
					Vendor Total:	\$156.66
INTERSTATE BATTERIES	379938	BATTERIES	\$62.61	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$62.61
	379898	BATTERIES	\$257.35	80026110-56130	EXTERNAL SERVICES	\$257.35
					Vendor Total:	\$319.96
INTERWEST CONSULTING GROUP INC	53456	ON-CALL BUILDING & PLAN CHECK	\$71.25	10023320-52100	CONTRACTUAL SERVICES	\$71.25
					Vendor Total:	\$71.25
IRVINE & JACHENS INC	3034	RAISED LETTER BUCKLES	\$918.02	25321210-54106	SPECIALTY SUPPLIES	\$459.01
				91621400-54106	SPECIALTY SUPPLIES	\$459.01
					Vendor Total:	\$918.02
J & M LOCK	50137	DUPLICATE KEYS, REPAIRS & MISC	\$138.23	20822500-56300	BUILDING MAINT. & REPAIR	\$138.23
	50112	DUPLICATE KEYS, REPAIRS & MISC	\$12.50	10022100-59400	OTHER EXPENSES	\$12.50
	50116	DUPLICATE KEYS, REPAIRS & MISC	\$4.90	10020210-54100	SUPPLIES	\$4.90
	50134	DUPLICATE KEYS, REPAIRS & MISC	\$41.85	10022100-54100	SUPPLIES	\$41.85
					Vendor Total:	\$197.48
JAMAR TECHNOLOGIES INC	0048475	STARNEXT SOFTWARE	\$1,518.81	63020210-52100	CONTRACTUAL SERVICES	\$1,518.81
					Vendor Total:	\$1,518.81
JASON GILMAN	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$24.00	91521400-52181	VOLUNTEER EXPENSES	\$24.00
					Vendor Total:	\$24.00
JONATHAN MOORE-NORTHROP	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$272.00	10021210-52181	VOLUNTEER EXPENSES	\$72.00
				91521400-52181	VOLUNTEER EXPENSES	\$200.00
					Vendor Total:	\$272.00
JOYCE BOGHOSIAN	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$72.00	91521400-52181	VOLUNTEER EXPENSES	\$72.00
					Vendor Total:	\$72.00
JUSTIN MARTIN	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$16.00	10021210-52181	VOLUNTEER EXPENSES	\$16.00
					Vendor Total:	\$16.00
KEN FOWLER MOTORS INC	22733	MISC. AUTO PARTS AS NEEDED	\$99.68	10022100-56130	EXTERNAL SERVICES	\$99.68
					Vendor Total:	\$99.68

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
KS STATEBANK	010320	TYPE 111 FIRE ENGINE #6863	\$18,741.86	91721400-74500	CAPITAL LEASE PRINCIPAL	\$18,741.86
					Vendor Total:	\$18,741.86
LES SCHWAB TIRE CENTER	64000457520	MISC. TIRE SERVICES AS NEEDED	\$30.00	10024620-56130	EXTERNAL SERVICES	\$30.00
					Vendor Total:	\$30.00
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20191231	LEXIS NEXIS LE PLUS SEARCHING	\$78.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$78.00
					Vendor Total:	\$78.00
LIFE ASSIST	963843	MISC. EMS SUPPLIES AS NEEDED	\$121.08	10021210-54100	SUPPLIES	\$60.54
				91721400-54100	SUPPLIES	\$60.54
					Vendor Total:	\$121.08
LORELEI SCOTT	6969	PRINTED BANNER-KIDS TRIATHLON	\$471.06	90000000-23243	FAMILY FUN IN THE SUN	\$471.06
	7518	LITTLE LEAGUE BANNER DATE CHANGE	\$40.89	10022832-54100	SUPPLIES	\$40.89
					Vendor Total:	\$511.95
LUIS VILLALOBOS	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$72.00	10021210-52181	VOLUNTEER EXPENSES	\$24.00
				91521400-52181	VOLUNTEER EXPENSES	\$48.00
					Vendor Total:	\$72.00
LYMAN GROUP, INC, THE	5237905	STRAW BIO WATTLE	(\$240.26)	70024500-54100	SUPPLIES	(\$240.26)
	5237903	STRAW, STAKES	\$419.81	70024500-54100	SUPPLIES	\$419.81
	5238729	RAIN GEAR - WATER DEPT	\$94.55	82027114-54100	SUPPLIES	\$94.55
					Vendor Total:	\$274.10
MAHALA JACYNTH KUEHNE	DV123019	INSTRUCTOR	\$885.50	10022850-52100	CONTRACTUAL SERVICES	\$885.50
					Vendor Total:	\$885.50
MARGARET MCCLURE	120868-5 1	PHOTOVOLTAIC REFUND	\$162.57	90100000-10421	UTILITY RECEIVABLES CLEARING	\$162.57
					Vendor Total:	\$162.57
MARK HILLIKER	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$64.00	10021210-52181	VOLUNTEER EXPENSES	\$40.00
				91521400-52181	VOLUNTEER EXPENSES	\$24.00
					Vendor Total:	\$64.00
MAX OSWALD	TA 1/27-30/20	TRAVEL ADVANCE	\$60.00	10020210-57100	LEARNING AND DEVELOPMENT	\$60.00
					Vendor Total:	\$60.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MEAD & HUNT INC	297830	AIRPORT LAND USE PLAN UPDATE	\$11,086.52	77725200-52100	CONTRACTUAL SERVICES	\$11,086.52
					Vendor Total:	\$11,086.52
MENDOCINO COUNTY INFORMATION SERVICES DIVISION	201910-4	SLA/MAINTENANCE AGREEMENT FY19	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	201911-4	SLA/MAINTENANCE AGREEMENT FY19	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20197-4	SLA/MAINTENANCE AGREEMENT FY19	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20198-4	SLA/MAINTENANCE AGREEMENT FY19	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
	20199-4	SLA/MAINTENANCE AGREEMENT FY19	\$525.00	20620231-52100	CONTRACTUAL SERVICES	\$525.00
					Vendor Total:	\$2,625.00
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY	CU10820	RECYCLE SERVICES	\$62.00	80026220-54100	SUPPLIES	\$62.00
	WWTP10820	RECYCLE SERVICES	\$6.25	84027225-54100	SUPPLIES	\$6.25
					Vendor Total:	\$68.25
MICHAEL MAYFIELD	6/1/19-11/30/19	VOLUNTEER REIMBURSEMENT	\$80.00	10021210-52181	VOLUNTEER EXPENSES	\$48.00
				91521400-52181	VOLUNTEER EXPENSES	\$32.00
					Vendor Total:	\$80.00
MILLVIEW COUNTY WATER DISTRICT	UVFD DEC 19	WATER SERVICES - LOVERS LANE	\$50.22	10021210-55210	UTILITIES	\$25.11
				91521400-55210	UTILITIES	\$25.11
					Vendor Total:	\$50.22
MOTION INDUSTRIES INC	CA23-518338	BEARINGS, FITTINGS & MISC. SUP	\$256.49	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$256.49
					Vendor Total:	\$256.49
MYGOV LLC	5088	ANNUAL LICENSE RENEWAL	\$6,180.00	20513300-52100	CONTRACTUAL SERVICES	\$6,180.00
					Vendor Total:	\$6,180.00
NATHANIEL HAYES	DV010220	INSTRUCTOR	\$1,618.00	10022850-52100	CONTRACTUAL SERVICES	\$1,618.00
					Vendor Total:	\$1,618.00
NCG SAFETY INC	524677	GOATSKIN DRIVER GLOVES	\$286.09	84027225-54100	SUPPLIES	\$286.09
					Vendor Total:	\$286.09
NCPA	006102-0120026	NCPA JAN 20	\$768,495.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$40,401.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NCPA	006102-0120026	NCPA JAN 20	\$768,495.00	80026440-58101	NCPA PLANT GENERATION	\$185,536.00
				80026440-58102	NCPA POWER PURCHASES	\$427,592.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$63,604.00)
				80026440-58103	NCPA TRANSMISSION	\$178,570.00
				Vendor Total:		\$768,495.00
NFPA	7652672Y	ELECTRIC SAFETY NFP	\$65.16	10023320-57100	LEARNING AND DEVELOPMENT	\$65.16
				Vendor Total:		\$65.16
NICK CALI	NOV 19	VOLUNTEER REIMBURSEMENT	\$24.00	10021210-52181	VOLUNTEER EXPENSES	\$24.00
				Vendor Total:		\$24.00
NOBLE WAIDELICH	TA 1/26-31/20	TRAVEL ADVANCE	\$1,039.90	10020210-57100	LEARNING AND DEVELOPMENT	\$1,039.90
				Vendor Total:		\$1,039.90
NOR-CAL RECYCLED ROCK & AGGREGATES INC	18588	MISC. ROCK & ROAD PATCH MATERI	\$643.25	82027114-54100	SUPPLIES	\$643.25
	18586	MISC. ROCK & ROAD PATCH MATERI	\$10.00	84027221-54100	SUPPLIES	\$10.00
			Vendor Total:		\$653.25	
ONE TIME PAY VENDOR	DV010720	RECREATION REFUND - ROSALIA GARCIA	\$72.25	10022831-44915	RECREATION PROGRAM INCOME	\$72.25
	121118-4	UTILITY REFUND - RESA LATTIMER	\$91.91	90100000-10421	UTILITY RECEIVABLES CLEARING	\$91.91
	107290-9	UTILITY REFUND - AMANDA WATKINS, ROBERT TYRRELL	\$207.35	90100000-10421	UTILITY RECEIVABLES CLEARING	\$207.35
			Vendor Total:		\$371.51	
ONESOURCE DISTRIBUTORS LLC	S6327190 001	PARALLEL CLAMPS	\$228.47	80000000-12104	INVENTORY - PURCHASES	\$228.47
	S6342339 001	INSULATED FIXTURE	\$343.94	80000000-12104	INVENTORY - PURCHASES	\$343.94
	S6277390 005	(B-154) BRACE, CROSSARM 36"	\$347.31	80000000-12104	INVENTORY - PURCHASES	\$347.31
	S6277390 009	(B-154) BRACE, CROSSARM 36"	\$854.40	80000000-12104	INVENTORY - PURCHASES	\$854.40
	S6277729 002	(2U-PA-1) PARKING BUSHING, SIN	\$1,704.44	80000000-12104	INVENTORY - PURCHASES	\$1,704.44
	S6339508 002	IMPACT WRENCH	\$358.46	80026120-54102	SMALL TOOLS	\$358.46
	S6259300 003	BRACKETS	\$568.60	80026110-54100	SUPPLIES	\$568.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONESOURCE DISTRIBUTORS LLC	S62647846 005	SQUARE FLAT WASHER 4" X 4" X 1	\$585.75	80026110-54100	SUPPLIES	\$585.75
Vendor Total:						\$4,991.37
OPPERMAN & SON INC	01P28159	VALVE SECTION	\$322.24	10021210-56130	EXTERNAL SERVICES	\$322.24
	01P27962	VALVE	\$598.87	10021210-56130	EXTERNAL SERVICES	\$598.87
	01P28738	OIL FILTER	\$23.41	82027114-56130	EXTERNAL SERVICES	\$23.41
	01P27342	CLAMPS	\$54.21	91521400-56130	EXTERNAL SERVICES	\$54.21
	01P27567	LIGHTS	\$109.83	91521400-56130	EXTERNAL SERVICES	\$109.83
	01P27639	CLAMP	\$115.69	91521400-56130	EXTERNAL SERVICES	\$115.69
	01P27168	LIGHTS	\$116.45	91521400-56130	EXTERNAL SERVICES	\$116.45
	01P27559	VALVE	\$332.24	91521400-56130	EXTERNAL SERVICES	\$332.24
	01P27723	CAB LOCK ASSEMBLY	\$404.39	91521400-56130	EXTERNAL SERVICES	\$404.39
	01P28081	O-RING	\$6.60	20324100-58510	REIMBURSABLE JOBS	\$6.60
	01P28080	O-RINGS	\$9.87	20324100-58510	REIMBURSABLE JOBS	\$9.87
	01P28255	AIR CYLINDER	\$370.08	20324100-58510	REIMBURSABLE JOBS	\$370.08
Vendor Total:						\$2,463.88
OREILLY AUTO PARTS	2707-199681	SANDING DISCS	\$12.77	80026110-56130	EXTERNAL SERVICES	\$12.77
	2707-194574	SPOT REMOVER, BRUSH	\$24.25	84027221-56130	EXTERNAL SERVICES	\$24.25
Vendor Total:						\$37.02
OWEN EQUIPMENT COMPANY	00048003	BRAKE DRAG	\$102.21	10024620-56130	EXTERNAL SERVICES	\$102.21
	00047888	#106014-91 CONVEYOR WIPER	\$1,255.23	10024620-56130	EXTERNAL SERVICES	\$1,255.23
Vendor Total:						\$1,357.44
PACE SUPPLY CORPORATION	025819406	NIPPLE BRASS	\$145.96	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$145.96
	025782932	PW/E1AW-M MED INSULATED, ABOVE	\$1,122.19	83027330-80230	INFRASTRUCTURE E	\$1,122.19
	025742434-1	(AC-8-M) ACCESSORY KIT 8" MJ M	\$903.09	82000000-12104	INVENTORY - PURCHASES	\$903.09
	CM025788759	UNION BRASS REFUND	(\$95.66)	82027114-54100	SUPPLIES	(\$95.66)
	025816161	COUPLING BRASS	\$167.29	84027221-54100	SUPPLIES	\$167.29
Vendor Total:						\$2,242.87
PACIFIC REDWOOD MEDICAL GROUP INC	2329	PRE-EMPLOYMENT PHYSICALS	\$288.00	10016100-54161	BACKGROUND & PHYSICALS	\$153.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACIFIC REDWOOD MEDICAL GROUP INC	2329	PRE-EMPLOYMENT PHYSICALS	\$288.00	20324100-54161	BACKGROUND & PHYSICALS	\$134.40
	2308	PRE-EMPLOYMENT PHYSICALS	\$259.20	84027221-54161	BACKGROUND & PHYSICALS	\$259.20
					Vendor Total:	\$547.20
PETER ARMSTRONG	NOV 19	VOLUNTEER REIMBURSEMENT	\$80.00	91521400-52181	VOLUNTEER EXPENSES	\$80.00
					Vendor Total:	\$80.00
PETERSON TRUCKS INC	219830R	BRACLEEN CLEANER	\$46.63	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.22)
				20324100-54100	SUPPLIES	\$0.28
				20324100-54100	SUPPLIES	\$46.63
					Vendor Total:	\$46.63
PG&E CO	DEC 19	PACIFIC GAS & ELECTRIC	\$952.50	10021210-55210	UTILITIES	\$476.25
				91521400-55210	UTILITIES	\$476.25
					Vendor Total:	\$952.50
POLARIS SALES CO INC	66626	PED CONNECTORS	\$485.91	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$2.21)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.56)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.21)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$2.21)
				90000000-23013	STATE USE TAX LIABILITY	(\$32.11)
				80026120-54100	SUPPLIES	\$39.30
				80026120-54100	SUPPLIES	\$485.91
					Vendor Total:	\$485.91
PRESS DEMOCRAT	9298	EMPLOYMENT ADS	\$1,178.00	10016100-54162	ADVERTISING	\$1,178.00
					Vendor Total:	\$1,178.00
PUBLIC SERVICE DEPARTMENT	81411-1 NOV 19	SEWER - 1500 S STATE ST	\$174.42	10021210-55210	UTILITIES	\$87.21
				91521400-55210	UTILITIES	\$87.21
	90558-8 NOV 19	SEWER - 141 LOVERS LN	\$225.74	10021210-55210	UTILITIES	\$112.87
				91521400-55210	UTILITIES	\$112.87
	CITY DEC 19	CITY UTILITIES	\$81,174.80	10022100-55210	UTILITIES	\$11,092.30
				10022300-55210	UTILITIES	\$1,636.60

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	CITY DEC 19	CITY UTILITIES	\$81,174.80	10022700-55210	UTILITIES	\$1,572.28
				10024214-55210	UTILITIES	\$706.07
				10024620-55210	UTILITIES	\$323.05
				20620231-55210	UTILITIES	\$58.84
				20822500-55210	UTILITIES	\$7,161.18
				20824300-55210	UTILITIES	\$1,458.07
				25024300-55210	UTILITIES	\$95.76
				64020213-55210	UTILITIES	\$541.65
				72022400-55210	UTILITIES	\$3,633.48
				73022600-55210	UTILITIES	\$1,719.35
				77725200-55210	UTILITIES	\$3,072.70
				80026400-55210	UTILITIES	\$1,979.41
				80526150-55210	UTILITIES	\$9,085.32
				82027111-55210	UTILITIES	\$13,862.75
				83027330-55210	UTILITIES	\$10.60
				84027221-55210	UTILITIES	\$62.44
				84027225-55210	UTILITIES	\$23,102.95
	89690 NOV 19	SEWER - 1640 S STATE ST	\$140.68	31122000-55210	UTILITIES	\$140.68
Vendor Total: -----						\$81,715.64
RAY C STARKEY	P-1900758	CAPS - ELECTRIC DEPT.	\$836.12	80026110-54100	SUPPLIES	\$836.12
Vendor Total: -----						\$836.12
REDWOOD COAST FUELS	2111059	CARDLOCK FUEL PURCHASES	(\$231.68)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$231.68)
	2110515	CARDLOCK FUEL PURCHASES	\$181.45	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$181.45
	2111060	CARDLOCK FUEL PURCHASES	\$199.30	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$199.30
	2110465	CARDLOCK FUEL PURCHASES	\$413.15	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$413.15
	2143472	CARDLOCK FUEL PURCHASES	\$500.18	20824300-56210	FUEL & FLUIDS	\$500.18
Vendor Total: -----						\$1,062.40

List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	INV-002759	SELF-INSURED PLANS OSIP FY 19/20	\$32,609.00	20116220-52525	WORKER'S COMP. EXPENSE	\$32,609.00
	INV-002774	WC 3RD QTR CONTRIBUTIONS FY 19/20	\$268,913.00	20116220-52525	WORKER'S COMP. EXPENSE	\$268,913.00
					Vendor Total:	\$301,522.00
REDWOOD FORD	134883	COIL ASSEMBLY	\$70.43	10024620-56130	EXTERNAL SERVICES	\$70.43
	134899	SPARK PLUG	\$121.42	10024620-56130	EXTERNAL SERVICES	\$121.42
	330038	SENSOR ASSEMBLY	\$7.18	20324100-58510	REIMBURSABLE JOBS	\$7.18
	330039	WIRE ASSEMBLY	\$33.82	20324100-58510	REIMBURSABLE JOBS	\$33.82
					Vendor Total:	\$232.85
REDWOOD TREE SERVICE STATIONS INC	DEC 19	CAR WASHING & INTERIOR CLEANIN	\$46.00	10020210-56130	EXTERNAL SERVICES	\$46.00
					Vendor Total:	\$46.00
RELiance ENTERPRISES	37479	EQUIPMENT MAINT AND REPAIR	\$187.50	10022300-54100	SUPPLIES	\$187.50
					Vendor Total:	\$187.50
RESERVE ACCOUNT	JAN 20	JAN 20 PRE-PAID POSTAGE	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
					Vendor Total:	\$6,500.00
REXEL USA INC	X972186	MOTOR SWITCH, HANDY BOX	\$17.11	82027111-56300	BUILDING MAINT. & REPAIR	\$17.11
	X981781	SWITCH	\$61.04	82027111-56300	BUILDING MAINT. & REPAIR	\$61.04
	0A6346	OANDUIT CABLES, DRILL KIT, CONNECTORS	\$274.49	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$274.49
					Vendor Total:	\$352.64
RICHARD THORNTON	0000010863	MISC. TELEPHONE PRODUCTS & SER	\$105.00	20913900-52100	CONTRACTUAL SERVICES	\$105.00
					Vendor Total:	\$105.00
RILEY MENDOZA	DV010220	INSTRUCTOR	\$100.00	10022850-52100	CONTRACTUAL SERVICES	\$100.00
					Vendor Total:	\$100.00
RODS SHOES	1387	RAIN BOOTS - T KITA	\$185.09	20513382-54100	SUPPLIES	\$185.09
					Vendor Total:	\$185.09
ROGINA WATER COMPANY	0380 NOV 19	WATER SERVICE - 1301 TALMAGE RD	\$23.84	10021210-55210	UTILITIES	\$11.92
				91521400-55210	UTILITIES	\$11.92
					Vendor Total:	\$23.84
SAGE SANGIACOMO	DV011220	OFFICE SUPPLIES REIMBURSEMENT	\$58.54	10012100-54100	SUPPLIES	\$58.54
					Vendor Total:	\$58.54

List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SANTA ROSA UNIFORM & CAREER APPAREL INC	1403754	UNIFORM SUPPLIES	\$545.21	10020210-54100	SUPPLIES	\$545.21
	1403756	UNIFORM SUPPLIES	\$564.77	10020210-54100	SUPPLIES	\$564.77
	1403755	UNIFORM SUPPLIES	\$605.10	10020210-54100	SUPPLIES	\$605.10
Vendor Total:						\$1,715.08
SAVINGS BANK OF MENDOCINO COUNTY	DEC 19	LOVERS LANE LOAN PAYMENT	\$1,945.41	91500000-70103	LOAN INTEREST	\$327.67
				91800000-70103	LOAN INTEREST	\$764.57
				91500000-70201	LOAN PRINCIPAL PAYMENTS	\$255.95
				91800000-70201	LOAN PRINCIPAL PAYMENTS	\$597.22
				Vendor Total:		\$1,945.41
SHAMROCK SCIENTIFIC SPECIALTY SYSTEMS INC	055850	EVIDENCE LABELS	\$109.93	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.11)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.43)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.43)
				10020210-54201	PRISONER EXPENSE	\$1.19
				10020210-54201	PRISONER EXPENSE	\$109.93
				90000000-23013	STATE USE TAX LIABILITY	(\$0.22)
				Vendor Total:		\$109.93
SILVA SEPTIC INC	83344	PORTABLE RESTROOM RENTAL	\$201.42	10024620-52100	CONTRACTUAL SERVICES	\$201.42
				Vendor Total:		\$201.42
SNAP-ON INDUSTRIAL	ARV/ 42396884	GARAGE TOOLS	\$438.22	20324100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$438.22
				Vendor Total:		\$438.22
SOLVE-IT COMPANIES LLC	47975	MAGNETIC MOUNTS AND HARD CASES	\$679.55	25321210-54102	SMALL TOOLS	\$339.77
				91621400-54102	SMALL TOOLS	\$339.78
				Vendor Total:		\$679.55
STAPLES CREDIT PLAN	7302847898-0 -1	NOTEPAD, TAPE, PAPER CLIPS, BATTERIES	\$220.89	10012200-54100	SUPPLIES	\$220.89
	7303134791-0 -1	ERASER, RULER, SCISSORS, TAPE DISPENSER	\$142.94	10013400-54100	SUPPLIES	\$142.94
	7302057202-0 -1	CARTRIDGE, CANARY PAPER, WITE-OUT, TAPE	\$406.15	10021210-54100	SUPPLIES	\$203.08

List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7302057202-0	CARTRIDGE, CANARY	\$406.15	91521400-54100	SUPPLIES	\$203.07
	-1	PAPER, WITE-OUT, TAPE				
	7302999023-0	CARTRIDGE, PENS	\$44.32	10022810-54100	SUPPLIES	\$44.32
	-1					
	7302883560-0	CARTRIDGE	\$23.54	10023320-54100	SUPPLIES	\$23.54
	-1					
					Vendor Total:	\$837.84
THIRD DEGREE COMMUNICATIONS INC	8119	REGISTRATION - B CHAPMAN	\$525.00	10020210-57100	LEARNING AND DEVELOPMENT	\$525.00
	8111	REGISTRATION - M BRAZIL	\$1,050.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,050.00
					Vendor Total:	\$1,575.00
THURSTON HONDA	49528	STARTER, GASKET	\$418.58	10020210-56130	EXTERNAL SERVICES	\$418.58
					Vendor Total:	\$418.58
TONY DELAPO	NOV 19	VOLUNTEER REIMBURSEMENT	\$88.00	10021210-52181	VOLUNTEER EXPENSES	\$56.00
				91521400-52181	VOLUNTEER EXPENSES	\$32.00
					Vendor Total:	\$88.00
TORI CARPENTER	NOV 19	VOLUNTEER REIMBURSEMENT	\$120.00	10021210-52181	VOLUNTEER EXPENSES	\$48.00
				91521400-52181	VOLUNTEER EXPENSES	\$72.00
					Vendor Total:	\$120.00
TRACTOR SUPPLY CREDIT PLAN	200317895	NOONDAY HARDWARE	\$2.82	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2.82
	200317469	GAS CAP	\$21.76	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$21.76
	100394025	LOCK	\$21.76	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$21.76
					Vendor Total:	\$46.34
TUFTS POLYGRAPH & INVESTIGATION	2019-516(B)	POLYGRAPH & INVESTIGATION SERV	\$1,093.00	10020210-54161	BACKGROUND & PHYSICALS	\$1,093.00
					Vendor Total:	\$1,093.00
TYLER BUSINESS FORMS	41661	W-2, 1099 ENVELOPES AND FORMS	\$18.17	10013400-54100	SUPPLIES	\$18.17
	41114	W-2, 1099 FORMS AND ENVELOPES	\$317.17	10013400-54100	SUPPLIES	\$317.17
					Vendor Total:	\$335.34
TYLER TECHNOLOGIES INC	045-287726 1	REGISTRATION - S BROWN	\$975.00	10013400-57100	LEARNING AND DEVELOPMENT	\$975.00
	045-287726	REGISTRATION - C RASMASON	\$975.00	10013401-57100	LEARNING AND DEVELOPMENT	\$975.00
					Vendor Total:	\$1,950.00

List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH VALLEY ASSOCIATION FOR HABILITATION INC	IN22639	JANITORIAL SERVICES - WWTP FY	\$640.00	84027225-52100	CONTRACTUAL SERVICES	\$640.00
					Vendor Total:	\$640.00
UNITED SITE SERVICES	114-9650516	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTUAL SERVICES	\$166.86
	114-9650518	PORTABLE TOILET RENTAL	\$166.86	10022100-52100	CONTRACTUAL SERVICES	\$166.86
	114-9650522	PORTABLE TOILET RENTAL	\$136.37	80026220-52100	CONTRACTUAL SERVICES	\$136.37
	Vendor Total:	\$470.09				
UNIVAR USA INC	SJ979219	SODIUM BISULFITE WWTP	\$4,712.38	84027225-58202	CHEMICALS	\$4,712.38
					Vendor Total:	\$4,712.38
UPS	0000E19R54020	SHIPPING CHARGES	\$19.63	80026220-54100	SUPPLIES	\$19.63
					Vendor Total:	\$19.63
VITISYSTEMS INC	606089	LABORATORY TESTING	\$722.00	84027225-52100	CONTRACTUAL SERVICES	\$722.00
					Vendor Total:	\$722.00
WASTE MANAGEMENT	2782601-2561-4	GARAGE SERVICES	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
	2782803-2561-6	GARAGE SERVICES	\$59.50	10021210-55210	UTILITIES	\$29.75
				91521400-55210	UTILITIES	\$29.75
	Vendor Total:	\$119.00				
	WAYLON HOCKEMIER	NOV 19	VOLUNTEER REIMBURSEMENT	\$240.00	10021210-52181	VOLUNTEER EXPENSES
91521400-52181					VOLUNTEER EXPENSES	\$184.00
Vendor Total:					\$240.00	
WESCO DISTRIBUTION INC	611187	(RA-3) RACK, SECONDARY 3-SPOOL	\$3,745.91	80000000-12104	INVENTORY - PURCHASES	\$3,745.91
					Vendor Total:	\$3,745.91
WESCO GRAPHICS INC	45844	PRODUCTION OF RECREATION GUIDE	\$5,649.71	10022850-54100	SUPPLIES	\$5,649.71
					Vendor Total:	\$5,649.71
WEX BANK	63236297	FUEL FOR POLICE	\$191.56	10020210-56210	FUEL & FLUIDS	\$191.56
					Vendor Total:	\$191.56
WILLOW COUNTY WATER DIST	10010 DEC 19	WATER SERVICE - 1500 S STATE ST	\$53.23	10021210-55210	UTILITIES	\$26.61
				91521400-55210	UTILITIES	\$26.62
				Vendor Total:	\$53.23	

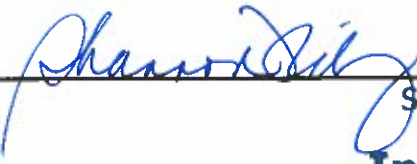
List of Checks Presented for Approval on 1/17/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WORLD OIL ENVIRONMENTAL SERVICES	I500-00511894	DISPOSAL OF MISC. PRODUCTS AS	\$65.00	20324100-52100	CONTRACTUAL SERVICES	\$65.00
Vendor Total:						\$65.00
WYATT IRRIGATION CO	266513 00	SADDLE, CLAMPS	\$309.96	84027221-54100	SUPPLIES	\$309.96
Vendor Total:						\$309.96
INVOICE TOTAL:						\$1,492,707.33

List of Checks Presented for Approval on 1/24/2020

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

 Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	306966	RETURN/REFUND BOLT CLAMP	(\$91.39)	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$91.39)
	306768	HYDRANT WRENCH	\$134.98	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$134.98
	306967	6" X 10" PVC SUCTION HOSE W/MA	\$1,724.38	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,724.38
	306942	SHACKLE AND ENDLESS SLING GREEN	\$47.18	10022100-54100	SUPPLIES	\$47.18
	Vendor Total:					\$1,815.15
ACTIVE911, INC	21541	MEMBERSHIP- FIRE DEPT	\$526.23	10021210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$263.11
				91521400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$263.12
				Vendor Total:		
AFLAC GROUP INSURANCE	A128498400	DEC 19 AFLAC CRITICAL CARE INS	\$378.96	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$378.96
	A129748500	JAN 20 AFLAC CRITICAL CARE INS	\$568.44	20700000-20538	AFLAC CRITICAL ILLNESS POLICY	\$568.44
	Vendor Total:					\$947.40
ALTEC INDUSTRIES INC	11320335	PARTS & MATERIALS AS NEEDED	\$367.66	80026110-56130	EXTERNAL SERVICES	\$21.34
				80026110-56130	EXTERNAL SERVICES	\$59.68
				80026110-56130	EXTERNAL SERVICES	\$129.78
				80026110-56130	EXTERNAL SERVICES	\$156.86
				Vendor Total:		
AMAZON CAPITAL SERVICES	1G3C-RLVF-3PFR	YOUTH BASKETBALL SUPPLIES	\$311.71	10022810-54100	SUPPLIES	\$15.22
				10022831-54100	SUPPLIES	\$296.49
				Vendor Total:		
ANIXTER	4335641-02	RANCH RUNNER, 10 KVA, PRIMARY	\$3,519.93	80000000-12104	INVENTORY - PURCHASES	\$3,519.93
	4335641-00	RANCH RUNNER, 10 KVA, PRIMARY	\$21,875.16	80000000-12104	INVENTORY - PURCHASES	\$21,875.16
	4471486-00	BUG WRENCH	\$118.04	80026110-54102	SMALL TOOLS	\$118.04
Vendor Total:					\$25,513.13	

List of Checks Presented for Approval on 1/24/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ANSELL USA INC	20781531	GLOVES	\$248.24	10020210-54201	PRISONER EXPENSE	\$248.24
					Vendor Total:	\$248.24
AT&T MOBILITY	832118877X0 1142020	DATA & VOICE CELL PHONES	\$351.88	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$14.53
				77725200-55100	TELEPHONE	\$35.10
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$14.53
				82027111-55100	TELEPHONE	\$42.51
				84027221-55100	TELEPHONE	\$29.06
	832056361X0 1142020	POLICE-MODEMS	\$473.04	10020210-55100	TELEPHONE	\$473.04
	875108535X0 1142020	VOICE & 1 DATA	\$36.35	84027221-55100	TELEPHONE	\$36.35
					Vendor Total:	\$861.27
BADGER METER INC	S1123393.001	(M-59-A) METER, WATER 5/8" X 3	\$4,433.73	82000000-12104	INVENTORY - PURCHASES	\$4,433.73
					Vendor Total:	\$4,433.73
BEST BEST & KRIEGER LLP	867777	RDA LEGAL SERVICES AS NEEDED	\$96.72	10017200-52150	LEGAL SERVICES/ EXPENSES	\$96.72
	860409	RDA LEGAL SERVICES AS NEEDED	\$854.88	10017200-52150	LEGAL SERVICES/ EXPENSES	\$854.88
	858299	RDA LEGAL SERVICES AS NEEDED	\$1,598.48	10017200-52150	LEGAL SERVICES/ EXPENSES	\$1,598.48
	848777	RDA LEGAL SERVICES AS NEEDED	\$2,063.36	10017200-52150	LEGAL SERVICES/ EXPENSES	\$2,063.36
					Vendor Total:	\$4,613.44
CEDRIC CROOK	TA 2/5/20	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
DAVID A WHITE, JR.	2018-698	WEATHER GUARD TOOL BOX	\$1,077.57	84027221-56130	EXTERNAL SERVICES	\$1,077.57
					Vendor Total:	\$1,077.57
DAVID RAPPORT	7125	LEGAL SERVICES FOR FY 19/20	\$196.00	10017200-52100	CONTRACTUAL SERVICES	\$196.00
	7124	LEGAL SERVICES FOR FY 19/20	\$28,406.70	10014000-52150	LEGAL SERVICES/ EXPENSES	\$542.68
				10014000-52150	LEGAL SERVICES/ EXPENSES	\$15,312.96
				20414000-52150	LEGAL SERVICES/ EXPENSES	\$717.73

List of Checks Presented for Approval on 1/24/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DAVID RAPPORT	7124	LEGAL SERVICES FOR FY 19/20	\$28,406.70	70014000-52150	LEGAL SERVICES/ EXPENSES	\$550.18
				80014000-52150	LEGAL SERVICES/ EXPENSES	\$975.32
				82014000-52150	LEGAL SERVICES/ EXPENSES	\$841.27
				83027330-52150	LEGAL SERVICES/ EXPENSES	\$462.65
				84427222-52150	LEGAL SERVICES/ EXPENSES	\$7,145.81
				90214000-52150	LEGAL SERVICES/ EXPENSES	\$1,858.10
				Vendor Total:		\$28,602.70
EASTSHORE CONSULTING LLC	COU-0003	PREPARATION SERVICES	\$500.00	10013400-52100	CONTRACTUAL SERVICES	\$500.00
				Vendor Total:		\$500.00
EPIC AVIATION LLC	7287173	JET-A FUEL	\$12,420.31	77725200-58401	AVIATION FUEL	\$12,420.31
				Vendor Total:		\$12,420.31
EVERGREEN JOB & SAFETY TRAINING INC	1090	JOB AND SAFETY TRAINING - DEC	\$2,109.12	80026110-52100	CONTRACTUAL SERVICES	\$2,109.12
				Vendor Total:		\$2,109.12
EXCISE TAX DIVISION	Q4 2019 1	Q4 2019 ELECTRIC ENERGY SURCHARGE	\$7,853.00	90000000-23009	ELECTRIC SURCHARGE TRUST	\$7,853.00
				Vendor Total:		\$7,853.00
FASTENAL	CAUKA38011	MISC. SUPPLIES AS NEEDED	\$106.70	80026110-56130	EXTERNAL SERVICES	\$35.56
				80026110-56130	EXTERNAL SERVICES	\$35.57
				80026110-56130	EXTERNAL SERVICES	\$35.57
				Vendor Total:		\$106.70
FEDERAL EXPRESS	6-900-90908	SHIPPING SERVICES	\$628.61	10013400-54101	POSTAGE	\$83.44
				10020210-54101	POSTAGE	\$17.60
				10020210-54101	POSTAGE	\$21.10
				10020210-54101	POSTAGE	\$28.08
				10020210-54101	POSTAGE	\$29.95
				10022700-54101	POSTAGE	\$307.20
				20413500-54101	POSTAGE	\$11.70

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FEDERAL EXPRESS	6-900-90908	SHIPPING SERVICES	\$628.61	84027225-54101	POSTAGE	\$58.44
				84027225-54101	POSTAGE	\$71.10
				Vendor Total:		\$628.61
FERRANTI CONSTRUCTION INC	1819216 RET	CONTRACT 1819216 RETAINAGE	\$9,474.16	20800000-20150	AP CONTRACT RETAINAGE	\$251.03
				20800000-20150	AP CONTRACT RETAINAGE	\$2,596.54
				20800000-20150	AP CONTRACT RETAINAGE	\$6,626.59
				Vendor Total:		\$9,474.16
FILETRAIL INC	2020-0045	HOSTED FILE MANAGMENT SYSTEM	\$610.00	10012500-54320	SOFTWARE	\$610.00
				Vendor Total:		\$610.00
FIRSTTWO INC	1236	FIRSTTWO FULL AGENCY LICENSE,	\$1,800.00	10020210-54320	SOFTWARE	\$900.00
				20620231-54320	SOFTWARE	\$900.00
				Vendor Total:		\$1,800.00
FRIEDMANS HOME IMPROVEMENT	INV10011545	MISC. SUPPLIES AS NEEDED	\$7.50	20822500-56300	BUILDING MAINT. & REPAIR	\$7.50
	36921224	MISC. SUPPLIES AS NEEDED	\$48.41	20822500-56300	BUILDING MAINT. & REPAIR	\$48.41
	36921861	MISC. SUPPLIES AS NEEDED	\$71.60	20822500-56300	BUILDING MAINT. & REPAIR	\$71.60
	36925047	MISC. SUPPLIES AS NEEDED	\$109.07	20822500-56300	BUILDING MAINT. & REPAIR	\$109.07
	INV10016772	MISC. SUPPLIES AS NEEDED	\$178.10	20822500-56300	BUILDING MAINT. & REPAIR	\$178.10
	INV10067802	MISC. SUPPLIES AS NEEDED	\$340.72	20822500-56300	BUILDING MAINT. & REPAIR	\$340.72
	INV10005254	MISC. SUPPLIES AS NEEDED	\$378.96	20822500-56300	BUILDING MAINT. & REPAIR	\$378.96
	INV10046778	MISC. SUPPLIES AS NEEDED	\$40.26	77725200-56300	BUILDING MAINT. & REPAIR	\$40.26
	36922468	MISC. SUPPLIES AS NEEDED	\$71.72	77725200-56300	BUILDING MAINT. & REPAIR	\$71.72
	INV10058698	MISC. SUPPLIES AS NEEDED	\$77.91	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$77.91
	INV10063547	MISC. SUPPLIES AS NEEDED	\$20.92	10022100-56130	EXTERNAL SERVICES	\$20.92
	INV10052667	MISC. SUPPLIES AS NEEDED	\$50.03	84027221-56130	EXTERNAL SERVICES	\$50.03
	INV10063698	MISC. SUPPLIES AS NEEDED	\$33.54	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$33.54
	INV10058245	MISC. SUPPLIES AS NEEDED	\$135.75	80126100-80230	INFRASTRUCTURE	\$135.75
	36923844	MISC. SUPPLIES AS NEEDED	\$39.71	10022100-59400	OTHER EXPENSES	\$39.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV10006406	MISC. SUPPLIES AS NEEDED	\$17.19	10024620-54120	PW - SPECIAL SUPPLIES	\$17.19
	INV10011874	MISC. SUPPLIES AS NEEDED	\$17.38	10024620-54120	PW - SPECIAL SUPPLIES	\$17.38
	INV10063515	MISC. SUPPLIES AS NEEDED	\$24.36	10024620-54120	PW - SPECIAL SUPPLIES	\$24.36
	INV10058205	MISC. SUPPLIES AS NEEDED	\$56.66	10024620-54120	PW - SPECIAL SUPPLIES	\$56.66
	INV10109905	MISC. SUPPLIES AS NEEDED	\$127.10	10024620-54120	PW - SPECIAL SUPPLIES	\$127.10
	INV10016949	MISC. SUPPLIES AS NEEDED	\$350.57	20824300-54102	SMALL TOOLS	\$350.57
	36923308	MISC. SUPPLIES AS NEEDED	\$14.02	10022100-54100	SUPPLIES	\$14.02
	INV10011389	MISC. SUPPLIES AS NEEDED	\$15.88	10022100-54100	SUPPLIES	\$15.88
	36923779	MISC. SUPPLIES AS NEEDED	\$18.45	10022100-54100	SUPPLIES	\$18.45
	INV10063792	MISC. SUPPLIES AS NEEDED	\$19.57	10022100-54100	SUPPLIES	\$19.57
	INV10006491	MISC. SUPPLIES AS NEEDED	\$22.11	10022100-54100	SUPPLIES	\$22.11
	INV10052475	MISC. SUPPLIES AS NEEDED	\$31.02	10022100-54100	SUPPLIES	\$31.02
	36924349	MISC. SUPPLIES AS NEEDED	\$33.79	10022100-54100	SUPPLIES	\$33.79
	INV10058720	MISC. SUPPLIES AS NEEDED	\$40.81	10022100-54100	SUPPLIES	\$40.81
	INV10017526	MISC. SUPPLIES AS NEEDED	\$42.95	10022100-54100	SUPPLIES	\$42.95
	INV10017529	MISC. SUPPLIES AS NEEDED	\$57.27	10022100-54100	SUPPLIES	\$57.27
	INV10027542	MISC. SUPPLIES AS NEEDED	\$107.79	10022100-54100	SUPPLIES	\$107.79
	INV10068592	MISC. SUPPLIES AS NEEDED	\$134.98	10022100-54100	SUPPLIES	\$134.98
	INV10005736	MISC. SUPPLIES AS NEEDED	\$24.25	20324100-54100	SUPPLIES	\$24.25
	INV10047248	MISC. SUPPLIES AS NEEDED	\$3.24	20822500-54100	SUPPLIES	\$3.24
	INV10052186	MISC. SUPPLIES AS NEEDED	\$118.71	20822500-54100	SUPPLIES	\$118.71
	36924821	MISC. SUPPLIES AS NEEDED	(\$53.24)	20824300-54100	SUPPLIES	(\$53.24)
	INV10006237	MISC. SUPPLIES AS NEEDED	\$32.60	20824300-54100	SUPPLIES	\$32.60
	36923792	MISC. SUPPLIES AS NEEDED	\$48.08	20824300-54100	SUPPLIES	\$48.08
	36924810	MISC. SUPPLIES AS NEEDED	\$53.24	20824300-54100	SUPPLIES	\$53.24
	36924822	MISC. SUPPLIES AS NEEDED	\$53.24	20824300-54100	SUPPLIES	\$53.24
	36922841	MISC. SUPPLIES AS NEEDED	\$61.71	20824300-54100	SUPPLIES	\$61.71
	36924487	MISC. SUPPLIES AS NEEDED	\$82.33	20824300-54100	SUPPLIES	\$82.33
	36922873	MISC. SUPPLIES AS NEEDED	\$90.33	20824300-54100	SUPPLIES	\$90.33

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36924924	MISC. SUPPLIES AS NEEDED	\$100.64	20824300-54100	SUPPLIES	\$100.64
	36923012	MISC. SUPPLIES AS NEEDED	\$102.31	20824300-54100	SUPPLIES	\$102.31
	36924320	MISC. SUPPLIES AS NEEDED	\$118.29	20824300-54100	SUPPLIES	\$118.29
	INV10017207	MISC. SUPPLIES AS NEEDED	\$130.46	20824300-54100	SUPPLIES	\$130.46
	INV10057929	MISC. SUPPLIES AS NEEDED	\$160.24	20824300-54100	SUPPLIES	\$160.24
	36923999	MISC. SUPPLIES AS NEEDED	\$189.57	20824300-54100	SUPPLIES	\$189.57
	INV10017095	MISC. SUPPLIES AS NEEDED	\$261.28	20824300-54100	SUPPLIES	\$261.28
	36923017	MISC. SUPPLIES AS NEEDED	\$285.40	20824300-54100	SUPPLIES	\$285.40
	36925089	MISC. SUPPLIES AS NEEDED	\$423.12	20824300-54100	SUPPLIES	\$423.12
	36924076	MISC. SUPPLIES AS NEEDED	\$29.33	31422860-54100	SUPPLIES	\$29.33
	36925509	MISC. SUPPLIES AS NEEDED	\$269.94	31422860-54100	SUPPLIES	\$269.94
	INV10092962	MISC. SUPPLIES AS NEEDED	\$6.56	80026110-54100	SUPPLIES	\$6.56
	36924972	MISC. SUPPLIES AS NEEDED	\$7.41	80026110-54100	SUPPLIES	\$7.41
	INV10093012	MISC. SUPPLIES AS NEEDED	\$11.27	80026110-54100	SUPPLIES	\$11.27
	INV10062776	MISC. SUPPLIES AS NEEDED	\$19.28	80026110-54100	SUPPLIES	\$19.28
	36925104	MISC. SUPPLIES AS NEEDED	\$19.68	80026110-54100	SUPPLIES	\$19.68
	INV10063206	MISC. SUPPLIES AS NEEDED	\$22.54	80026110-54100	SUPPLIES	\$22.54
	INV10016988	MISC. SUPPLIES AS NEEDED	\$23.37	80026110-54100	SUPPLIES	\$23.37
	36924939	MISC. SUPPLIES AS NEEDED	\$23.83	80026110-54100	SUPPLIES	\$23.83
	36924792	MISC. SUPPLIES AS NEEDED	\$24.61	80026110-54100	SUPPLIES	\$24.61
	INV10011593	MISC. SUPPLIES AS NEEDED	\$27.28	80026110-54100	SUPPLIES	\$27.28
	36925124	MISC. SUPPLIES AS NEEDED	\$34.75	80026110-54100	SUPPLIES	\$34.75
	36923793	MISC. SUPPLIES AS NEEDED	\$39.00	80026110-54100	SUPPLIES	\$39.00
	36923484	MISC. SUPPLIES AS NEEDED	\$49.69	80026110-54100	SUPPLIES	\$49.69
	36922391	MISC. SUPPLIES AS NEEDED	\$52.36	80026110-54100	SUPPLIES	\$52.36
	36923816	MISC. SUPPLIES AS NEEDED	\$57.37	80026110-54100	SUPPLIES	\$57.37
	36922268	MISC. SUPPLIES AS NEEDED	\$61.94	80026110-54100	SUPPLIES	\$61.94
	INV10063092	MISC. SUPPLIES AS NEEDED	\$65.68	80026110-54100	SUPPLIES	\$65.68
	36923951	MISC. SUPPLIES AS NEEDED	\$79.45	80026110-54100	SUPPLIES	\$79.45

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	36924274	MISC. SUPPLIES AS NEEDED	\$100.14	80026110-54100	SUPPLIES	\$100.14
	36923493	MISC. SUPPLIES AS NEEDED	\$158.88	80026110-54100	SUPPLIES	\$158.88
	36922387	MISC. SUPPLIES AS NEEDED	(\$64.28)	80026120-54100	SUPPLIES	(\$64.28)
	INV10046647	MISC. SUPPLIES AS NEEDED	\$21.84	80026120-54100	SUPPLIES	\$21.84
	INV10063729	MISC. SUPPLIES AS NEEDED	\$41.67	80026120-54100	SUPPLIES	\$41.67
	36922057	MISC. SUPPLIES AS NEEDED	\$160.86	80026120-54100	SUPPLIES	\$160.86
	INV10097931	MISC. SUPPLIES AS NEEDED	\$3.80	80026210-54100	SUPPLIES	\$3.80
	INV10017301	MISC. SUPPLIES AS NEEDED	\$11.32	80026210-54100	SUPPLIES	\$11.32
	INV10063549	MISC. SUPPLIES AS NEEDED	\$80.55	80026210-54100	SUPPLIES	\$80.55
	INVINV10063227	MISC. SUPPLIES AS NEEDED	\$92.56	80026220-54100	SUPPLIES	\$92.56
	INV10032202	MISC. SUPPLIES AS NEEDED	\$70.24	82027111-54100	SUPPLIES	\$70.24
	36921201	MISC. SUPPLIES AS NEEDED	\$97.89	82027111-54100	SUPPLIES	\$97.89
	INV10017394	MISC. SUPPLIES AS NEEDED	\$97.97	82027111-54100	SUPPLIES	\$97.97
	INV10011335	MISC. SUPPLIES AS NEEDED	\$106.79	82027111-54100	SUPPLIES	\$106.79
	INV10111156	MISC. SUPPLIES AS NEEDED	\$130.65	82027111-54100	SUPPLIES	\$130.65
	36921838	MISC. SUPPLIES AS NEEDED	\$19.68	82027114-54100	SUPPLIES	\$19.68
	36921825	MISC. SUPPLIES AS NEEDED	\$33.81	82027114-54100	SUPPLIES	\$33.81
	INV10052255	MISC. SUPPLIES AS NEEDED	\$42.97	82027114-54100	SUPPLIES	\$42.97
	INV10110595	MISC. SUPPLIES AS NEEDED	\$44.22	82027114-54100	SUPPLIES	\$44.22
	INV10092549	MISC. SUPPLIES AS NEEDED	\$21.51	84027221-54100	SUPPLIES	\$21.51
	INV10053228	MISC. SUPPLIES AS NEEDED	\$30.07	84027221-54100	SUPPLIES	\$30.07
	INV10092705	MISC. SUPPLIES AS NEEDED	\$42.15	84027221-54100	SUPPLIES	\$42.15
	Vendor Total:					
GENERAL PACIFIC INC	1360865	(SL-310-A) PHOTO CELL, FISHER	\$1,388.16	80000000-12104	INVENTORY - PURCHASES	\$1,388.16
	1360672	(TI-W397) TIE, WRAPLOCK #WTF-0	\$2,515.86	80000000-12104	INVENTORY - PURCHASES	\$2,515.86
Vendor Total:						\$3,904.02
GRANITE CONSTRUCTION COMPANY	1920110 3	2019 STREET RECONSTRUCTION PRO	\$73,859.07	12024200-80230	INFRASTRUCTURE	\$73,859.07
Vendor Total:						\$73,859.07
HOME DEPOT CREDIT SERVICES	0014795	SCREWDRIVER SET, TOTE WITH STEEL HANDLES	\$216.29	84027225-54102	SMALL TOOLS	\$216.29

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	6524004	CORP YARD CHRISTMAS SUPPLIES	\$77.24	20824300-54100	SUPPLIES	\$77.24
	2513242	COUPLINGS AND DISCONNECT SHARKBITE	\$59.28	31422860-54100	SUPPLIES	\$59.28
	0360487	ELECTRIC BALLAST	\$68.72	80026110-54100	SUPPLIES	\$68.72
	1032586	TOOL BOX	\$23.92	84027221-54100	SUPPLIES	\$23.92
	Vendor Total:					\$445.45
IAN BROESKE	TA 2/5-10/20	TRAVEL ADVANCE	\$1,276.23	10021210-57100	LEARNING AND DEVELOPMENT	\$638.12
				91521400-57100	LEARNING AND DEVELOPMENT	\$638.11
				Vendor Total:		
JOHN'S LOCK & SAFE	9929	MISC. LOCK & KEY SERVICES AS NEEDED	\$29.94	10024620-54120	PW - SPECIAL SUPPLIES	\$29.94
	9934	MISC. LOCK & KEY SERVICES AS NEEDED	\$39.96	10024620-54120	PW - SPECIAL SUPPLIES	\$39.96
	Vendor Total:					\$69.90
JOHNSON'S QUALITY TREE CARE AND LOGGING CO LLC	E5169	ALL NECESSARY LABOR, EQUIPMENT	\$14,800.00	10024620-52100	CONTRACTUAL SERVICES	\$14,800.00
					Vendor Total:	
KURTIS CLARK JOHNSON	310	CONSULTING SERVICE	\$350.00	10024620-52100	CONTRACTUAL SERVICES	\$350.00
					Vendor Total:	
LEHR AUTO ELECTRIC	SI39490	DISPLAY HOLDER / MOUNTS	\$1,007.64	80026110-56130	EXTERNAL SERVICES	\$1,007.64
					Vendor Total:	
LIFE ASSIST	966663	MISC. EMS SUPPLIES AS NEEDED	\$44.10	10021210-54100	SUPPLIES	\$22.05
				91721400-54100	SUPPLIES	\$22.05
	964385	MISC. EMS SUPPLIES AS NEEDED	\$66.15	10021210-54100	SUPPLIES	\$33.07
				91721400-54100	SUPPLIES	\$33.08
	964130	MISC. EMS SUPPLIES AS NEEDED	\$430.85	10021210-54100	SUPPLIES	\$215.43
				91721400-54100	SUPPLIES	\$215.42
	966057	MISC. EMS SUPPLIES AS NEEDED	\$513.25	10021210-54100	SUPPLIES	\$256.63
				91721400-54100	SUPPLIES	\$256.62
Vendor Total:					\$1,054.35	
LORY LIMBIRD	DV011620	REIMBURSEMENT-BIRTHDAY SUPPLIES	\$76.50	10016100-54167	EMPLOYEE DEVELOPMENT	\$76.50
Vendor Total:					\$76.50	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MAX BRAZILL	TA 2/5/20	TRAVEL ADVANCE	\$15.00	10020210-57100	LEARNING AND DEVELOPMENT	\$15.00
					Vendor Total:	\$15.00
MAX OSWALD	TA 2/2-7/20	TRAVEL ADVANCE	\$966.60	10020210-57100	LEARNING AND DEVELOPMENT	\$966.60
					Vendor Total:	\$966.60
MENDO MILL & LUMBER CO	146719/1	LED BULBS	\$4.58	10021210-56300	BUILDING MAINT. & REPAIR	\$2.29
				91721400-56300	BUILDING MAINT. & REPAIR	\$2.29
	144449/1	TOGGLE SWITCH	\$6.81	10021210-56300	BUILDING MAINT. & REPAIR	\$3.41
				91721400-56300	BUILDING MAINT. & REPAIR	\$3.40
	145626/1	CARTRIDGE SCLD GUARD, FASTENERS	\$19.43	10021210-56300	BUILDING MAINT. & REPAIR	\$9.71
				91721400-56300	BUILDING MAINT. & REPAIR	\$9.72
	145057/1	BATH FAN EXHAUST	\$27.01	10021210-56300	BUILDING MAINT. & REPAIR	\$13.50
				91721400-56300	BUILDING MAINT. & REPAIR	\$13.51
	146446/1	BULBS, PELLETS, SUPER GLUE	\$199.14	10021210-56300	BUILDING MAINT. & REPAIR	\$99.57
				91721400-56300	BUILDING MAINT. & REPAIR	\$99.57
	145177/1	DIGITAL MULTIMETER	\$38.90	10021210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.45
				91721400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$19.45
	145628/1	CABLE TIES	\$9.49	10021210-54100	SUPPLIES	\$4.74
				91521400-54100	SUPPLIES	\$4.75
	144968/1	DC CHARGER, BATTERIES, CHARGER CABLE	\$21.98	10021210-54100	SUPPLIES	\$10.99
				91521400-54100	SUPPLIES	\$10.99
					Vendor Total:	\$327.34
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1409524	HFRP TAIL COAT - KHAKI - UKIAH	\$10,679.63	25321210-54106	SPECIALTY SUPPLIES	\$5,339.81
				91621400-54106	SPECIALTY SUPPLIES	\$5,339.82
					Vendor Total:	\$10,679.63
MOTION INDUSTRIES INC	CA23-518396	BEARINGS, FITTINGS & MISC. SUP	\$482.12	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$482.12

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOTION INDUSTRIES INC	CA23-517641	23220 LOVEJOY 1 5/8" VS PULLEY	\$2,650.53	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,650.53
					Vendor Total:	\$3,132.65
NAPA VALLEY COMMUNITY COLLEGE DISTRICT	dv012220	REGISTRATION - L BUTTGENBACH	\$617.00	10020210-57100	LEARNING AND DEVELOPMENT	\$617.00
					Vendor Total:	\$617.00
NORTHERN AGGREGATES INC	63528	MISC. ROCK & SAND AS NEEDED	\$695.41	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$695.41
	63238	MISC. ROCK & SAND AS NEEDED	\$1,224.95	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$1,224.95
	63201	MISC. ROCK & SAND AS NEEDED	\$1,711.23	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$1,711.23
					Vendor Total:	\$3,631.59
OFFICE DEPOT	408540284001	PLANNER, CALENDAR, DESKPAD	\$310.32	10024620-54120	PW - SPECIAL SUPPLIES	\$103.44
				82027114-54100	SUPPLIES	\$103.44
				84027221-54100	SUPPLIES	\$103.44
	418056180001	BLANK CERTIFICATES, AVERY LABELS	\$31.68	10012500-54100	SUPPLIES	\$31.68
	416657779001	CERTIFICATE HOLDER	\$77.25	10012500-54100	SUPPLIES	\$77.25
	416660506001	PENS	\$89.85	10012500-54100	SUPPLIES	\$89.85
	415985020001	ASTRO PAPER	\$45.66	10012600-54100	SUPPLIES	\$45.66
	412866895001	CALENDARS, PLANNER	\$191.77	10016100-54100	SUPPLIES	\$49.61
				10024210-54100	SUPPLIES	\$142.16
	414496642001	BINDER, DESKPAD, PENS	\$42.76	10020210-54100	SUPPLIES	\$42.76
	411213238001	PENS, STAPLE REMOVER, PLANNER	\$45.40	10020210-54100	SUPPLIES	\$45.40
	410912888001	CD-R MEDIA SPINDLE	\$55.50	10020210-54100	SUPPLIES	\$55.50
	417664272001	RECEIPT BOOK, HANGING POCKETS	\$73.10	10020210-54100	SUPPLIES	\$73.10
	410101703001	CARTRIDGE	\$267.56	10020210-54100	SUPPLIES	\$267.56
	419678934001	CARTRIDGE	\$267.56	10020210-54100	SUPPLIES	\$267.56
	410464946001	CALENDARS WALL, PLANNER	\$419.38	10020210-54100	SUPPLIES	\$419.38
	420624567001	CALENDARS	\$55.03	82027114-54100	SUPPLIES	\$27.52
				84027221-54100	SUPPLIES	\$27.51

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OFFICE DEPOT	420623693001	CALENDAR	\$64.08	82027114-54100	SUPPLIES	\$32.04
				84027221-54100	SUPPLIES	\$32.04
					Vendor Total:	\$2,036.90
OLIN CORPORATION	2776986	LIQUID SODIUM HYPOCHLORITE	\$4,047.57	84027225-58202	CHEMICALS	\$4,047.57
					Vendor Total:	\$4,047.57
ONE TIME PAY VENDOR	0016638	RECREATION REFUND - MARY CASTILLO	\$95.00	10022850-44915	RECREATION PROGRAM INCOME	\$95.00
	80774-3	UTILITY REFUND - VINCENT VALENTE	\$74.36	94000000-10420	UTILITY RECEIVABLES	\$74.36
	118590-9	UTILITY REFUND - JENNA SARACENO	\$32.52	90100000-10421	UTILITY RECEIVABLES CLEARING	\$32.52
					Vendor Total:	\$201.88
OPENGOV INC	INV-004061	OPENGOV PERFORMANCE MEASURES &	\$32,569.50	10013400-54320	SOFTWARE	\$32,569.50
					Vendor Total:	\$32,569.50
PACE SUPPLY CORPORATION	CM025742434	METER VALVE & CORP BALL REFUND	(\$1,154.08)	82000000-12104	INVENTORY - PURCHASES	(\$1,154.08)
	025784653	METER BALVE & CORP BALL	\$1,154.08	82000000-12104	INVENTORY - PURCHASES	\$1,154.08
	025836217	PVC COUPLING	\$75.79	84027221-54100	SUPPLIES	\$75.79
					Vendor Total:	\$75.79
PACIFIC REDWOOD MEDICAL GROUP INC	2403	PRE-EMPLOYMENT PHYSICALS	\$167.04	10021210-54161	BACKGROUND & PHYSICALS	\$83.52
				91521400-54161	BACKGROUND & PHYSICALS	\$83.52
					Vendor Total:	\$167.04
PAYMENTUS GROUP INC	US19120239	CREDIT CARD PROCESSING SERVICE	\$3,304.00	20513300-52100	CONTRACTUAL SERVICES	\$3,304.00
					Vendor Total:	\$3,304.00
PETERSON TRUCKS INC	220120R	CHAMBER BRAKE	\$87.76	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.11)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.41)
				10024620-56130	EXTERNAL SERVICES	\$0.52
				10024620-56130	EXTERNAL SERVICES	\$87.76
	219980R	BLADE BOX	\$9.69	20513382-56130	EXTERNAL SERVICES	\$9.69
					Vendor Total:	\$97.45
PG&E CO	6833-2 NOV 19	PACIFIC GAS & ELECTRIC	\$507.98	10021210-55210	UTILITIES	\$253.99

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	6833-2 NOV 19	PACIFIC GAS & ELECTRIC	\$507.98	91521400-55210	UTILITIES	\$253.99
	6833-2 DEC 19	PACIFIC GAS & ELECTRIC	\$1,095.91	10021210-55210	UTILITIES	\$547.96
				91521400-55210	UTILITIES	\$547.95
	7075-1 DEC 19	PACIFIC GAS & ELECTRIC	\$95.18	10022100-55210	UTILITIES	\$95.18
	0853-6 DEC 19	PACIFIC GAS & ELECTRIC	\$2,985.44	31122000-55210	UTILITIES	\$2,985.44
Vendor Total:						\$4,684.51
PHILLIPS SEABROOK ASSOCIATES	191029	HOLIDAY INN EXPRESS FIRE SPRINKLERS	\$512.50	10021210-52100	CONTRACTUAL SERVICES	\$256.50
				91521400-52100	CONTRACTUAL SERVICES	\$256.00
	190837	HOLIDAY INN EXPRESS FIRE SPRINKLERS	\$1,437.50	10021210-52100	CONTRACTUAL SERVICES	\$718.75
				91521400-52100	CONTRACTUAL SERVICES	\$718.75
	Vendor Total:					
QUILL CORPORATION	3589888	PRINT ROLLS	\$101.79	20513300-54100	SUPPLIES	\$101.79
					Vendor Total:	
R EMMETT JONES	JAN 20	MANAGEMENT ADVISORY SERVICES	\$412.50	10012100-52100	CONTRACTUAL SERVICES	\$75.00
				70024500-52100	CONTRACTUAL SERVICES	\$337.50
				Vendor Total:		\$412.50
REDWOOD COAST FUELS	2115818	CARDLOCK FUEL PURCHASES	\$203.20	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$203.20
					Vendor Total:	
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	20-2 HEALTHCOMP	FEB 20 REMIF MEDICAL, DENTAL &	\$247,918.96	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$436.80
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,176.48
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$13,571.00
				20700000-20520	P/R DEDUCT.-MEDICAL INS	\$211,843.00
				20700000-20510	REMIF DENTAL	\$16,724.88
				20700000-20511	REMIF VISION	\$3,166.80
				Vendor Total:		\$247,918.96
REXEL USA INC	0A39060	CIRCUIT BREAKERS	\$65.01	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$65.01

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REXEL USA INC	0A15029	PANELS, CONDUIT COUPLING	\$176.29	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$176.29
					Vendor Total:	\$241.30
RICHARD ANDERSON	2020-0103-1	AGREEMENT FOR PROF.SVC'S FOR W	\$2,475.00	20913900-52100	CONTRACTUAL SERVICES	\$2,475.00
					Vendor Total:	\$2,475.00
RINO PACIFIC	CL29786	FUEL CARD CHARGES AS NEEDED	\$1,431.33	10021210-56210	FUEL & FLUIDS	\$715.66
				91521400-56210	FUEL & FLUIDS	\$715.67
	CL29661	FUEL CARD CHARGES AS NEEDED	\$204.50	82027114-56210	FUEL & FLUIDS	\$110.43
				84027221-56210	FUEL & FLUIDS	\$94.07
					Vendor Total:	\$1,635.83
RODNEY D SANFORD	DV2/3-14/20	REGISTRATION - R DONOHUE, M OSWALD	\$2,150.00	10020210-57100	LEARNING AND DEVELOPMENT	\$2,150.00
					Vendor Total:	\$2,150.00
RONALD DONOHUE	TA 2/2-7/20	TRAVEL ADVANCE	\$1,011.13	10020210-57100	LEARNING AND DEVELOPMENT	\$1,011.13
					Vendor Total:	\$1,011.13
SCHAT'S BAKERY	NOV 19 CC	PROVIDE MISC. FOOD DISHES AS N	\$1,159.20	73022600-54100	SUPPLIES	\$1,159.20
					Vendor Total:	\$1,159.20
SHERRIE SMITH-FERRI	DV011720	PLANTS FOR WILD GARDENS REIMBURSEMENT	\$556.41	10022700-54100	SUPPLIES	\$556.41
					Vendor Total:	\$556.41
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	103123	MATERIALS & COMPACTION TESTING	\$3,991.10	12024200-80230	INFRASTRUCTURE	\$3,991.10
	103113	CONSTRUCTION MAT'L TESTING FOR	\$656.00	51124210-80230	INFRASTRUCTURE	\$656.00
	103110	MATERIALS & COMPACTION TESTING	\$2,875.00	51124210-80230	INFRASTRUCTURE	\$2,875.00
					Vendor Total:	\$7,522.10
SILVA SEPTIC INC	83489	PORTABLE RESTROOM RENTAL	\$201.42	10021210-54100	SUPPLIES	\$100.71
				91521400-54100	SUPPLIES	\$100.71
					Vendor Total:	\$201.42
SOLID WASTES SYSTEMS INC	419235	MISC. DUMP FEES	\$393.83	20822500-56300	BUILDING MAINT. & REPAIR	\$11.80
				10024620-54120	PW - SPECIAL SUPPLIES	\$382.03
					Vendor Total:	\$393.83

List of Checks Presented for Approval on 1/24/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SONIC NET LLC	1000630017	INTERNET SERVICES - UVFD	\$18.20	10021210-55100	TELEPHONE	\$9.10
				91521400-55100	TELEPHONE	\$9.10
				Vendor Total:		\$18.20
SPORT & CYCLE INC	217892	YOUTH BASKETBALL SUPPLIES	\$758.12	10022831-54100	SUPPLIES	\$758.12
				Vendor Total:		\$758.12
STATE WATER RESOURCES CONTROL BOARD	SW-0180655	ANNUAL STORM WATER FEES	\$1,400.00	84027225-59101	FEES	\$1,400.00
	WD-0167322	ANNUAL WASTE DISCHARGE FEES	\$16,261.00	84027225-59101	FEES	\$16,261.00
	DV010720	REGISTRATION - A VARGAS	\$50.00	84027225-57100	LEARNING AND DEVELOPMENT	\$50.00
	DV010720 1	REGISTRATION - A VARGAS	\$155.00	84027225-57100	LEARNING AND DEVELOPMENT	\$155.00
	DV012120	REGISTRATION - C GOWAN	\$230.00	84027225-57100	LEARNING AND DEVELOPMENT	\$230.00
	DV011720	REGISTRATION - M ANLIKER	\$230.00	84027225-57100	LEARNING AND DEVELOPMENT	\$230.00
	DV010920	REGISTRATION - M MICHAEL	\$230.00	84027225-57100	LEARNING AND DEVELOPMENT	\$230.00
			Vendor Total:		\$18,556.00	
TGIF REPAIRS INC	6070	PRINTER MAINTENANCE	\$295.00	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$295.00
				Vendor Total:		\$295.00
TIA SATTERWHITE	458	CATERING - PD ANNUAL AWARDS DINNER	\$2,740.00	10020210-52100	CONTRACTUAL SERVICES	\$2,740.00
				Vendor Total:		\$2,740.00
TRANSENE COMPANY INC	176857	ACETATE BUFFER SOLUTION	\$651.30	84027225-54103	LAB SUPPLIES	\$651.30
				Vendor Total:		\$651.30
TRI-VALLEY PAINTS	1-86651	PAINT SUPPLIES	\$51.79	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.06)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.24)
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$0.42
				82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$51.79
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.12)
				Vendor Total:		\$51.79

List of Checks Presented for Approval on 1/24/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TUFTS POLYGRAPH & INVESTIGATION	2020-532(A)	POLYGRAPH & INVESTIGATION SERVICES	\$800.00	10020210-54161	BACKGROUND & PHYSICALS	\$800.00
					Vendor Total:	\$800.00
UKIAH MAIN STREET PROGRAM	4TH QTR - 2019	4TH QTR 2019 DOWNTOWN IMPROVEMENT	\$5,842.87	31217100-52100	CONTRACTUAL SERVICES	\$5,842.87
					Vendor Total:	\$5,842.87
UKIAH ROUND TREE GLASS	164136	GLASS REPLACEMENT SERVICES	\$343.19	10020210-56130	EXTERNAL SERVICES	\$343.19
					Vendor Total:	\$343.19
UKIAH TROPHIES & GIFTS	065241	TROPHY	\$9.80	90000000-23212	ADOPT-A-TREE PROGRAM	\$9.80
	165237	CONCERTS PLAQUE	\$206.32	90000000-23226	CONCERT SERIES	\$206.32
	065236	ENGRAVING SERVICES	\$81.66	10022810-54100	SUPPLIES	\$81.66
					Vendor Total:	\$297.78
UKIAH VALLEY CULTURAL & RECREATIONAL CENTER	5	ARRC FUNDRAISER	\$450.00	10012300-52510	ADVERTISING & PROMOTION	\$450.00
					Vendor Total:	\$450.00
UKIAH WASTE SOLUTIONS INC	419112	BIOSOLID REMOVAL	\$8,873.80	84027225-52100	CONTRACTUAL SERVICES	\$8,873.80
					Vendor Total:	\$8,873.80
US BANK EQUIPMENT FINANCE	404122392	COPYSTAR LEASE	\$142.63	10021210-54500	EQUIP RENTS AND LEASES	\$71.32
				91521400-54500	EQUIP RENTS AND LEASES	\$71.31
					Vendor Total:	\$142.63
US CELLULAR	490.19	CELL PHONES	\$490.19	10024620-55100	TELEPHONE	\$30.14
				80026400-55100	TELEPHONE	\$68.77
				80026400-55100	TELEPHONE	\$151.21
				82027110-55100	TELEPHONE	\$13.57
				82027111-55100	TELEPHONE	\$90.29
				84027221-55100	TELEPHONE	\$13.57
				84027225-55100	TELEPHONE	\$122.64
					Vendor Total:	\$490.19
VERIZON WIRELESS	9845444420	UVFA CELLULAR PHONES	\$266.07	10021210-55100	TELEPHONE	\$133.04
				91521400-55100	TELEPHONE	\$133.03
					Vendor Total:	\$266.07

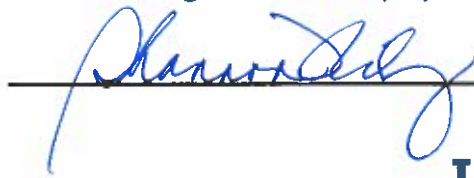
List of Checks Presented for Approval on 1/24/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WHISPERING WINDS NURSERY	174	PISTACHE TREE	\$151.16	10024620-54120	PW - SPECIAL SUPPLIES	\$151.16
					Vendor Total:	\$151.16
WITMER PUBLIC SAFETY GROUP	E1914590	FIRE CLOTHING	\$861.94	25321210-54106	SPECIALTY SUPPLIES	\$430.97
				91621400-54106	SPECIALTY SUPPLIES	\$430.97
					Vendor Total:	\$861.94
WYATT IRRIGATION CO	266613 00	PVC PIPES, SOCKETS	\$335.14	84027221-54100	SUPPLIES	\$335.14
					Vendor Total:	\$335.14
XEROX CORP	099138634	COPIER LEASE-SEE ADD'L DESCRIP	\$256.06	10022700-52100	CONTRACTUAL SERVICES	\$256.06
	099138633	COPIER LEASE-SEE ADD'L DESCRIP	\$305.82	73022600-52100	CONTRACTUAL SERVICES	\$305.82
	099138629	COPIER LEASE-SEE ADD'L DESCRIP	\$431.49	10012200-54500	EQUIP RENTS AND LEASES	\$431.49
	099138635	COPIER LEASE-SEE ADD'L DESCRIP	\$676.99	10012200-54500	EQUIP RENTS AND LEASES	\$676.99
	099138630	XEROX CB070H COPIER LEASE	\$845.98	10012200-54500	EQUIP RENTS AND LEASES	\$845.98
	099138632	COPIER LEASE-SEE ADD'L DESCRIP	\$232.72	10020210-54500	EQUIP RENTS AND LEASES	\$162.91
				20620231-54500	EQUIP RENTS AND LEASES	\$46.55
				64020213-54500	EQUIP RENTS AND LEASES	\$23.26
	099138631	COPIER LEASE-SEE ADD'L DESCRIP	\$464.68	10020210-54500	EQUIP RENTS AND LEASES	\$325.28
				20620231-54500	EQUIP RENTS AND LEASES	\$92.94
				64020213-54500	EQUIP RENTS AND LEASES	\$46.46
					Vendor Total:	\$3,213.74
					INVOICE TOTAL:	\$588,596.86

List of Checks Presented for Approval on 1/31/2020

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



Signature



Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ABB INC	8600012425	75 KVA TRANSFORMER, PAD MOUNT,	\$30,811.63	80000000-12104	INVENTORY - PURCHASES	\$30,811.63
					Vendor Total:	\$30,811.63
ADAMSON POLICE PRODUCTS	INV318542	VERTEX SUPER-LED, NFPA SURFACE ION LIGHT	\$152.31	80026120-80100	MACHINERY & EQUIPMENT	\$152.31
					Vendor Total:	\$152.31
AFLAC	019659	CANCER/LIFE/ACC INSURANCE	\$8,017.08	20700000-20527	SECTION 125 (CANCER & LIFE)	\$8,017.08
					Vendor Total:	\$8,017.08
ALLEN JAMES	DV012520	INSTRUCTOR	\$244.00	10022850-52100	CONTRACTUAL SERVICES	\$244.00
					Vendor Total:	\$244.00
AMAZON CAPITAL SERVICES	1LMW-G9XM-7YC7	CALCULATOR	\$19.04	10013200-57100	LEARNING AND DEVELOPMENT	\$19.04
	INKQ-1XG1-YGGW	FOG LIGHTS	\$45.50	20324100-58510	REIMBURSABLE JOBS	\$45.50
	1KT6-6XNQ-TP39	HD CABLE	\$15.76	80026400-54100	SUPPLIES	\$15.76
					Vendor Total:	\$80.30
ANIXTER	4471486-01	HAMMER	\$111.92	80026110-54102	SMALL TOOLS	\$111.92
					Vendor Total:	\$111.92
BARBARA J DANIELS	012320	ART - RENDERING OF DOWNTOWN	\$250.00	10012600-52510	ADVERTISING & PROMOTION	\$250.00
					Vendor Total:	\$250.00
BARTLEY PUMP PM, LLC	58183 B	EL DORADO LIFT STATION REPL. P	\$4,970.46	94424424-80230	INFRASTRUCTURE	\$4,970.46
	58183 D	EL DORADO LIFT STATION REPL. P	\$18,430.00	94424424-80230	INFRASTRUCTURE	\$18,430.00
	58183 C	EL DORADO LIFT STATION REPL. P	\$68,827.50	94424424-80230	INFRASTRUCTURE	\$68,827.50
					Vendor Total:	\$92,227.96
BRAITMAN & ASSOC	1500	UVSD DETACHMENT FROM UKIAH	\$640.00	84427222-52100	CONTRACTUAL SERVICES	\$640.00
					Vendor Total:	\$640.00
CA RURAL WATER ASSOC	DV013020	REGISTRATION - N WIESS	\$275.00	82027114-57100	LEARNING AND DEVELOPMENT	\$275.00
					Vendor Total:	\$275.00
CAROLLO ENGINEERS INC	0183558	DESIGN PHASES I&II RECYCLED WA	\$148.48	83027330-80230	INFRASTRUCTURE	\$148.48

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CAROLLO ENGINEERS INC	0181873	DESIGN PHASES I&II RECYCLED WA	\$3,406.75	83027330-80230	INFRASTRUCTURE	\$3,406.75
	0182324	DESIGN PHASES I&II RECYCLED WA	\$11,825.00	83027330-80230	INFRASTRUCTURE	\$11,825.00
	0180452	DESIGN PHASES I&II RECYCLED WA	\$16,648.62	83027330-80230	INFRASTRUCTURE	\$16,648.62
	0182119	DESIGN PHASES I&II RECYCLED WA	\$22,328.16	83027330-80230	INFRASTRUCTURE	\$22,328.16
	Vendor Total:					\$54,357.01
CHRISTOPHER WALKER	DV012420	U-HAUL TRAILER RENTAL REIMBURSEMENT	\$60.42	20324100-54100	SUPPLIES	\$60.42
	Vendor Total:					\$60.42
CINTAS CORPORATION	4035593474	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-56300	BUILDING MAINT. & REPAIR	\$35.00
	4036727212	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-56300	BUILDING MAINT. & REPAIR	\$35.00
	4037915166	RUG/MAT & UNIFORM SERVICES	\$35.00	31122000-56300	BUILDING MAINT. & REPAIR	\$35.00
	4038462558	RUG/MAT & UNIFORM SERVICES	\$137.32	20324100-52100	CONTRACTUAL SERVICES	\$137.32
	4037385697	RUG/MAT & UNIFORM SERVICES	\$24.51	77725200-54100	SUPPLIES	\$24.51
	4037972161	RUG/MAT & UNIFORM SERVICES	\$24.51	77725200-54100	SUPPLIES	\$24.51
	Vendor Total:					\$291.34
CLARK PEST CONTROL	25263191	PEST CONTROL SVCS	\$94.00	80026210-52100	CONTRACTUAL SERVICES	\$94.00
	25251646	PEST CONTROL SVCS	\$74.00	80026220-52100	CONTRACTUAL SERVICES	\$74.00
	Vendor Total:					\$168.00
COMCAST	0472 FEB 20	INTERNET SERVICES	\$162.29	20913900-55100	TELEPHONE	\$162.29
	Vendor Total:					\$162.29
DANIEL SPENCE	DV121319	UKIAH ON ICE MAINTENANCE SUPPLIES REIMBURSEMENT	\$87.09	31422860-54100	SUPPLIES	\$87.09
	DV122819	UKIAH ON ICE MAINTENANCE SUPPLIES REIMBURSEMENT	\$142.93	31422860-54100	SUPPLIES	\$142.93
	DV122619	UKIAH ON ICE DECORATIONS REIMBURSEMENT	\$184.54	31422860-54100	SUPPLIES	\$184.54
	DV121619	UKIAH ON ICE MAINTENANCE SUPPLIES REIMBURSEMENT	\$399.62	31422860-54100	SUPPLIES	\$399.62
	Vendor Total:					\$814.18
DAVID KIRCH	CR 8/19-12/16/19	COURSE REIMBURSEMENT	\$360.00	82027110-57100	LEARNING AND DEVELOPMENT	\$360.00
Vendor Total:					\$360.00	

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEPARTMENT OF JUSTICE	429615	CHEM/TEST REPORT CRIMINAL INVE	\$770.00	10020210-52100	CONTRACTUAL SERVICES	\$770.00
					Vendor Total:	\$770.00
DEPT OF PLANNING & BUILDING	DV012420	DEMOLITION PERMIT FEE	\$195.06	82027110-59101	FEES	\$195.06
					Vendor Total:	\$195.06
DETROIT INDUSTRIAL TOOL	575585	DIAMOND BLADES	\$740.49	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.45)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.86)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.45)
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.45)
				84027221-54100	SUPPLIES	\$11.21
				84027221-54100	SUPPLIES	\$740.49
					Vendor Total:	\$740.49
DREW WALLACE	2790	REPAIR RING MOUNT BELT	\$99.81	10022810-54100	SUPPLIES	\$99.81
					Vendor Total:	\$99.81
EFFICIENCY SERVICES GROUP LLC	2588	ADMIN OF EUD PUBLIC BENEFITS P	\$3,659.93	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,659.93
					Vendor Total:	\$3,659.93
GHD INC	132527	PLAN & SPEC PREP - STREETSCAPE	\$7,329.96	50024220-80230	INFRASTRUCTURE	\$7,329.96
	132526	PLAN & SPEC PREP - STREETSCAPE	\$32,131.35	50024220-80230	INFRASTRUCTURE	\$32,131.35
	132528	PLAN & SPEC PREP - STREETSCAPE	\$45,232.22	82227113-80230	INFRASTRUCTURE	\$45,232.22
	132529	PLAN & SPEC PREP - STREETSCAPE	\$25,582.33	84427221-80230	INFRASTRUCTURE	\$25,582.33
					Vendor Total:	\$110,275.86
GRAFIX SHOPPE	132023	VEHICLE GRAPHIC KIT, DOOR WRAP PANEL	\$806.12	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.63)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.89)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.63)
				10020210-56130	EXTERNAL SERVICES	\$64.34
				10020210-56130	EXTERNAL SERVICES	\$806.12
				90000000-23028	MEASURE Y DISTRICT TAX	(\$3.63)

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
GRAFIX SHOPPE	132023	VEHICLE GRAPHIC KIT, DOOR WRAP PANEL	\$806.12	90000000-23013	STATE USE TAX LIABILITY	(\$52.56)
					Vendor Total:	\$806.12
GRAINGER INC	9407204289	DRUM SPILL CONTAINMENT	\$243.40	82027111-54100	SUPPLIES	\$243.40
					Vendor Total:	\$243.40
GRANITE CONSTRUCTION COMPANY	1736731	MISC. ROCK & ROAD PATCH MATERI	\$134.90	82027114-54100	SUPPLIES	\$134.90
					Vendor Total:	\$134.90
IBEW, LOCAL 1245	19-12 IBEW	DEC 19 ELECTRIC UNIT UNION DUES	\$1,856.60	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,856.60
	20-1 IBEW	JAN 20 ELECTRIC UNIT UNION DUES	\$1,856.60	20700000-20509	P/R DEDUCT.- UNION DUES	\$1,856.60
					Vendor Total:	\$3,713.20
INFOSEND INC	164996	UB PRINT & MAIL SERVICES	\$4,768.39	20513300-52100	CONTRACTUAL SERVICES	\$4,768.39
					Vendor Total:	\$4,768.39
INTEGRITY SHRED	102165	SHREDDING SERVICES	\$57.00	20513300-52100	CONTRACTUAL SERVICES	\$57.00
	102395	SHREDDING SERVICES	\$57.00	10020210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
					Vendor Total:	\$114.00
INTERSTATE BATTERIES	380043	BATTERIES	\$38.65	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$38.65
					Vendor Total:	\$38.65
INTERWEST CONSULTING GROUP INC	55587	ON-CALL BUILDING & PLAN CHECK	\$971.82	10023320-52100	CONTRACTUAL SERVICES	\$971.82
	56363	ON-CALL BUILDING & PLAN CHECK	\$5,832.40	10023320-52100	CONTRACTUAL SERVICES	\$5,832.40
					Vendor Total:	\$6,804.22
JJ CUSTOM SHARPING LLC	003556	CHAIN SHARPENING	\$20.00	80026110-54100	SUPPLIES	\$20.00
					Vendor Total:	\$20.00
LEAGUE OF CALIFORNIA CITIES	1643	2020 MEMBERSHIP DUES	\$100.00	10010000-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$100.00
					Vendor Total:	\$100.00
LION TECHNOLOGY INC	251651	CALIFORNIA HAZARDOUS WASTE MAN	\$1,590.00	20324100-57100	LEARNING AND DEVELOPMENT	\$795.00
				20413500-57100	LEARNING AND DEVELOPMENT	\$795.00
					Vendor Total:	\$1,590.00

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MARK CLEMENTI PHD	01-16-20	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION	\$685.00	10020210-54161	BACKGROUND & PHYSICALS	\$685.00
					Vendor Total:	\$685.00
MAUREEN MULHEREN	TR 1/23/20	TRAVEL REIMBURSEMENT	\$221.90	10010000-57100	LEARNING AND DEVELOPMENT	\$221.90
					Vendor Total:	\$221.90
MAX OSWALD	TA 2/19-14/20	TRAVEL ADVANCE	\$966.60	10020210-57100	LEARNING AND DEVELOPMENT	\$966.60
					Vendor Total:	\$966.60
MEL GRANDI	DV012820	UKIAH LIONS CLUB MEMBERSHIP REIMBURSEMENT	\$210.00	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$210.00
					Vendor Total:	\$210.00
MENDOCINO COUNTY ENVIRONMENTAL HEALTH	EH38802	HAZMAT PERMIT HZ236085	\$560.00	82027111-59101	FEES	\$560.00
	EH38801	HAZMAT PERMIT HZ236086	\$560.00	82027111-59101	FEES	\$560.00
	EH38800	HAZMAT PERMIT HZ236339	\$560.00	82027111-59101	FEES	\$560.00
	EH38703	HAZMAT PERMIT HZ236340	\$560.00	82027111-59101	FEES	\$560.00
	EH38808	HAZMAT PERMIT HZ236834	\$560.00	82027111-59101	FEES	\$560.00
	EH38702	HAZARDOUS MATERIALS PERMIT HZ235591	\$1,576.50	82027111-59101	FEES	\$1,576.50
	24173	HAZARDOUS MATERIALS PERMITS HTZ35688	\$1,606.50	84027225-59101	FEES	\$1,606.50
					Vendor Total:	\$5,983.00
MINTIER HARNISH LP	UKIAHGPU-09	GPU, EIR & ADVANCED PLANNING S	\$1,315.55	31523100-52100	CONTRACTUAL SERVICES	\$1,315.55
					Vendor Total:	\$1,315.55
MOIRS	157080	MISC. POOL SUPPLIES AS NEEDED	\$220.93	82027111-58202	CHEMICALS	\$220.93
	157004	MISC. POOL SUPPLIES AS NEEDED	\$331.39	82027111-58202	CHEMICALS	\$331.39
	156929	MISC. POOL SUPPLIES AS NEEDED	\$117.39	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$117.39
	156936	MISC. POOL SUPPLIES AS NEEDED	\$145.85	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$145.85
					Vendor Total:	\$815.56
MUNICIPAL MAINTENANCE EQUIPMENT	0145307-IN	HOSE	\$998.46	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$3.62)

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MUNICIPAL MAINTENANCE EQUIPMENT	0145307-IN	HOSE	\$998.46	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3.62
				84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$998.46
				Vendor Total:		\$998.46
MW BEVINS COMPANY, INC	0847500-IN	CABLE ASSEMBLY	\$50.10	90000000-20231	COUNTY MENTAL HEALTH .5%	(\$0.25)
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.07)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.25)
				80026110-56130	EXTERNAL SERVICES	\$4.45
				80026110-56130	EXTERNAL SERVICES	\$50.10
				90000000-23028	MEASURE Y DISTRICT TAX	(\$0.25)
				90000000-23013	STATE USE TAX LIABILITY	(\$3.63)
				Vendor Total:		\$50.10
NATHANIEL HAYES	DV012020	INSTRUCTOR	\$979.30	10022850-52100	CONTRACTUAL SERVICES	\$979.30
				Vendor Total:		\$979.30
NICK WEISS	TA 2/9-14/20	TRAVEL ADVANCE	\$245.00	82027114-57100	LEARNING AND DEVELOPMENT	\$245.00
	CR 8/19-12/16/19	COURSE REIMBURSEMENT	\$360.00	82027114-57100	LEARNING AND DEVELOPMENT	\$360.00
			Vendor Total:		\$605.00	
OCT WATER QUALITY ACADEMY	DV013020	REGISTRATION - N WIESS	\$1,000.00	82027114-57100	LEARNING AND DEVELOPMENT	\$1,000.00
				Vendor Total:		\$1,000.00
ONE TIME PAY VENDOR	DV010620	GRACE HUDSON MUSEUM DEPOSIT - SEIU LOCAL 1021	\$250.00	10022700-46530	MUSEUM MEETING RENTALS	\$250.00
	116696-6	UTILITY REFUND - LARIE HALL	\$11.29	90100000-10421	UTILITY RECEIVABLES CLEARING	\$11.29
	122682-8	UTILITY REFUND - RDL PROPERTY MGMT	\$26.35	90100000-10421	UTILITY RECEIVABLES CLEARING	\$26.35
	1467.53	UTILITY REFUND - THE ALLEY GRILL	\$1,467.53	90100000-10421	UTILITY RECEIVABLES CLEARING	\$1,467.53
			Vendor Total:		\$1,755.17	
PACE SUPPLY CORPORATION	025849598	PVC PIPE, ADAPTER	\$9.45	82027111-56300	BUILDING MAINT. & REPAIR	\$9.45
	025853364	PIPE, ADAPTERS	\$122.16	82027111-56300	BUILDING MAINT. & REPAIR	\$122.16

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PACE SUPPLY CORPORATION	025847521	PVC BUSHING	\$32.16	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$32.16
	025834725	ROMAC RMCALPHAA700, ALPHA REST	\$1,201.99	84027221-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,201.99
	025784712-1	METER VALVE	\$85.50	82000000-12104	INVENTORY - PURCHASES	\$85.50
	025742434-2	(AC-8-M) ACCESSORY KIT 8" MJ M	\$2,371.56	82000000-12104	INVENTORY - PURCHASES	\$2,371.56
	025838700	URINAL CARTRIDGE	\$159.42	10022100-54100	SUPPLIES	\$159.42
	025853787	REPAIR CLAMP	\$30.19	84027221-54100	SUPPLIES	\$30.19
Vendor Total:						\$4,012.43
PARCEL QUEST	20223 1	PARCELQUEST LICENSE	\$3,500.00	20913900-54320	SOFTWARE	\$3,500.00
	20223	PARCELQUEST BULK DATA DELIVERY	\$7,000.00	20913900-54320	SOFTWARE	\$7,000.00
Vendor Total:						\$10,500.00
PENNY'S TROPHIES	3746	PD AWARD DINNER CEREMONY PLAQUE	\$37.54	10020210-54100	SUPPLIES	\$37.54
Vendor Total:						\$37.54
POLYDYNE INC	1419218	LIQUID POLYMER EMULSION	\$12,544.66	84027225-58202	CHEMICALS	\$12,544.66
Vendor Total:						\$12,544.66
RAINFOREST FANTASY	04122	PEER SUPPORT - PD	\$68.05	10020210-54100	SUPPLIES	\$68.05
Vendor Total:						\$68.05
RAY A MORGAN COMPANY	2816847	COPIER LEASE & SERVICE	\$57.18	10021210-54100	SUPPLIES	\$28.59
				91521400-54100	SUPPLIES	\$28.59
Vendor Total:						\$57.18
RAY C STARKEY	P-2000064	YOUTH BASKETBALL SHIRTS - 2019	\$206.53	10022831-54100	SUPPLIES	\$206.53
	P-2000063	YOUTH BASKETBALL SHIRTS - 2019	\$6,047.18	10022831-54100	SUPPLIES	\$6,047.18
	P-2000001	T-SHIRTS - WWTP	\$217.65	84027225-54100	SUPPLIES	\$217.65
Vendor Total:						\$6,471.36
REDWOOD COAST FUELS	2112980	CARDLOCK FUEL PURCHASES	\$7,797.32	10012200-56210	FUEL & FLUIDS	\$7.99
				10020210-56210	FUEL & FLUIDS	\$2,152.18
				10022100-56210	FUEL & FLUIDS	\$851.98
				10022810-56210	FUEL & FLUIDS	\$110.98
				10024620-56210	FUEL & FLUIDS	\$801.95
				20324100-56210	FUEL & FLUIDS	\$251.45
				20822500-56210	FUEL & FLUIDS	\$84.97

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD COAST FUELS	2112980	CARDLOCK FUEL PURCHASES	\$7,797.32	80026400-56210	FUEL & FLUIDS	\$1,087.12
				82027111-56210	FUEL & FLUIDS	\$342.63
				82027114-56210	FUEL & FLUIDS	\$490.76
				82027114-56210	FUEL & FLUIDS	\$519.98
				84027221-56210	FUEL & FLUIDS	\$418.06
				84027221-56210	FUEL & FLUIDS	\$442.94
				84027225-56210	FUEL & FLUIDS	\$234.33
				Vendor Total:		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	20-02 EAP	REMIF EAP INSURANCE	\$553.80	20112400-52525	WORKER'S COMP. EXPENSE	\$553.80
				Vendor Total: \$553.80		
REDWOOD FORD	LEC49291	2020 FORD F250-XL CREW CAB AS	\$39,601.75	10021210-80100	MACHINERY & EQUIPMENT	\$19,800.87
				91721400-80100	MACHINERY & EQUIPMENT	\$19,800.88
	LEC49292	2020 FORD F250-XL CREW CAB AS	\$39,601.75	10021210-80100	MACHINERY & EQUIPMENT	\$19,800.88
				91721400-80100	MACHINERY & EQUIPMENT	\$19,800.87
	LEC30570	2020 FORD F250-XL SUPER CAB AS	\$38,612.07	80026120-80100	MACHINERY & EQUIPMENT	\$38,612.07
				Vendor Total: \$117,815.57		
REXEL USA INC	0A49429	CIRCUIT BREAKER	\$69.46	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$69.46
	0A28069	VALVE	\$994.35	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$994.35
	Vendor Total: \$1,063.81					
RINO PACIFIC	CL29638	FUEL CARD CHARGES AS NEEDED	\$1,574.05	10021210-56210	FUEL & FLUIDS	\$787.02
				91521400-56210	FUEL & FLUIDS	\$787.03
	CL29160	FUEL CARD CHARGES AS NEEDED	\$1,798.58	10021210-56210	FUEL & FLUIDS	\$899.29
				91521400-56210	FUEL & FLUIDS	\$899.29
Vendor Total: \$3,372.63						
RONALD DONOHUE	TA 2/9-14/20	TRAVEL ADVANCE	\$1,018.75	10020210-57100	LEARNING AND DEVELOPMENT	\$1,018.75
				Vendor Total: \$1,018.75		
SAFEWAY INC	STMT JAN 20	MISC. PURCHASES AS NEEDED	\$650.92	10022700-54100	SUPPLIES	\$25.56

List of Checks Presented for Approval on 1/31/2020

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SAFEWAY INC	STMT JAN 20	MISC. PURCHASES AS NEEDED	\$650.92	31422860-54100	SUPPLIES	\$23.03
				31422860-54100	SUPPLIES	\$27.05
				31422860-54100	SUPPLIES	\$30.02
				31422860-54100	SUPPLIES	\$35.03
				31422860-54100	SUPPLIES	\$36.01
				31422860-54100	SUPPLIES	\$42.89
				31422860-54100	SUPPLIES	\$45.99
				31422860-54100	SUPPLIES	\$57.84
				31422860-54100	SUPPLIES	\$98.74
				31422860-54100	SUPPLIES	\$108.36
				73022600-54100	SUPPLIES	\$20.06
				73022600-54100	SUPPLIES	\$38.43
				73022600-54100	SUPPLIES	\$61.91
				Vendor Total:		
SALES & USE TAX	002 8752 966	WATER TIGHTS FEE FOR WR STF 09	\$334.76	82027110-59101	FEES	\$334.76
				Vendor Total:		\$334.76
SCHAT'S BAKERY	DEC 19	PROVIDE MISC. FOOD DISHES AS N	\$216.20	10010000-54100	SUPPLIES	\$216.20
				Vendor Total:		\$216.20
SHERRIE SMITH-FERRI	TR 10/2-6/19	TRAVEL REIMBURSEMENT	\$1,300.49	10022700-57100	LEARNING AND DEVELOPMENT	\$1,300.49
				Vendor Total:		\$1,300.49
STAPLES CREDIT PLAN	9805	AVERY SHIPPING LABELS	\$21.75	10024620-54120	PW - SPECIAL SUPPLIES	\$21.75
	15644	AVERY LABELS, ENVELOPES	\$65.30	10022700-54100	SUPPLIES	\$65.30
	11677	PAPER CLIPS, FILE BOXES	\$55.27	73022600-54100	SUPPLIES	\$55.27
	13229	GLUE STICK, BATTERIES	\$24.98	82027111-54100	SUPPLIES	\$24.98
	9999	CARTRIDGE	\$108.86	82027111-54100	SUPPLIES	\$108.86
	2245	SHARPIES, DESKPAD, PENS, PLANNERS	\$187.93	82027111-54100	SUPPLIES	\$187.93
	9342	ACCU-STAMPS, USB CABLE, PAPER CLIPS	\$74.27	82027114-54100	SUPPLIES	\$74.27
	10076	AVERY LABELS, ENVELOPES, PLANNER	\$115.14	82027114-54100	SUPPLIES	\$115.14
Vendor Total:					\$653.50	

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STATE WATER RESOURCES CONTROL BOARD	WD-0171801	FY 19-20 ANNUAL PERMIT FEES FACILITY 1B0071WNME	\$260.00	10024224-59101	FEES	\$260.00
	SW-0179410	FY 19-20 ANNUAL PERMIT FEES FACILITY 1 49M1000009	\$8,539.00	10024224-59101	FEES	\$8,539.00
	WD-0166046	FY 19-20 ANNUAL PERMIT FEES FACILITY 1B750430MEN	\$30,625.00	70024500-59101	FEES	\$30,625.00
	WD-0165331	FY 19-20 ANNUAL PERMIT FEES FACILITY 1B14046RMEN	\$2,061.00	83027330-59101	FEES	\$2,061.00
	WD-0164086	FY 19-20 ANNUAL PERMIT FEES FACILITY 1SS010074	\$2,625.00	84027221-59101	FEES	\$2,625.00
	WD-0164402	FY 19-20 ANNUAL PERMIT FEES FACILITY 1SSO11454	\$2,625.00	84027221-59101	FEES	\$2,625.00
Vendor Total:						\$46,735.00
SYAR INDUSTRIES INC	763093	ASPHALT AS NEEDED	\$1,873.16	10024620-54128	PW - COLD PATCH MATERIAL	\$1,873.16
	Vendor Total:					
TGIF REPAIRS INC	6127	PRINTER MAINTENANCE	\$348.59	20620231-56120	EQUIPMENT MAINTENANCE & REPAIR	\$348.59
	Vendor Total:					
THOMAS CORNING JR	TR 1/12-17/20	TRAVEL REIMBURSEMENT	\$125.24	10020210-57100	LEARNING AND DEVELOPMENT	\$125.24
	Vendor Total:					
TORI CARPENTER	JUL 18	REIMBURSEMENT - MENDO COMPLEX FIRES	\$133.10	10021210-54100	SUPPLIES	\$66.55
				91521400-54100	SUPPLIES	\$66.55
	Vendor Total:					
TRACI BOYL	CR121319	COURSE REIMBURSEMENT - LEADING SUSTAINABLE ENTERPR	\$4,950.00	10012100-57100	LEARNING AND DEVELOPMENT	\$4,950.00
	CR121319 1	COURSE REIMBURSEMENT - STRATEGY PRACTICE	\$4,950.00	10012100-57100	LEARNING AND DEVELOPMENT	\$4,950.00
	Vendor Total:					
TRIPLE S CAMERA SHOP	117759	PORTRAIT PHOTOGRAPHY	\$29.34	10020210-54100	SUPPLIES	\$29.34
	Vendor Total:					
UKIAH PAPER SUPPLY	I506545	MISC. JANITORIAL SUPPLIES AS N	\$126.64	20822500-54100	SUPPLIES	\$126.64
	I506874	MISC. JANITORIAL SUPPLIES AS N	\$137.23	20822500-54100	SUPPLIES	\$137.23
	I506909	MISC. JANITORIAL SUPPLIES AS N	\$273.37	20822500-54100	SUPPLIES	\$273.37

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH PAPER SUPPLY	CM1507091	MISC. JANITORIAL SUPPLIES AS N	(\$186.61)	20824300-54100	SUPPLIES	(\$186.61)
	507232	MISC. JANITORIAL SUPPLIES AS N	\$14.44	84027225-54100	SUPPLIES	\$14.44
	507313	MISC. JANITORIAL SUPPLIES AS N	\$34.83	84027225-54100	SUPPLIES	\$34.83
	506759	MISC. JANITORIAL SUPPLIES AS N	\$332.85	84027225-54100	SUPPLIES	\$332.85
	Vendor Total:					\$732.75
UNDERGROUND SERVICE ALERT OF	1314392019	2019 ANNUAL MEMBERSHIP	\$1,661.47	82027114-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,661.47
	1789142019	ANNUAL MEMBERSHIP	\$1,661.41	84027221-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,661.41
Vendor Total:						\$3,322.88
UPS	0000E19R54030	SHIPPING CHARGES	\$24.64	80026210-54100	SUPPLIES	\$24.64
Vendor Total:						\$24.64
URBAN TREE FARM NURSERY INC	50189	TREES - PARKS & STREETS	\$706.33	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.82)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.27)
				10024620-54120	PW - SPECIAL SUPPLIES	\$2.05
				10024620-54120	PW - SPECIAL SUPPLIES	\$664.38
				10022100-54100	SUPPLIES	\$2.04
				10022100-54100	SUPPLIES	\$41.95
Vendor Total:						\$706.33
VICTOR STANLEY, INC	S144786	#RSDC-45 STEELSITES SERIES 45G	\$4,383.96	64012600-80230	INFRASTRUCTURE	\$4,383.96
Vendor Total:						\$4,383.96
VINCENTE MARTINEZ	CR 8/19-12/16/19	COURSE REIMBURSEMENT	\$360.00	82027114-57100	LEARNING AND DEVELOPMENT	\$360.00
Vendor Total:						\$360.00
VITISYSTEMS INC	604356	LABORATORY TESTING	\$693.50	84027225-52100	CONTRACTUAL SERVICES	\$693.50
	605405	LABORATORY TESTING	\$722.00	84027225-52100	CONTRACTUAL SERVICES	\$722.00
	904389	LABORATORY TESTING	\$798.00	84027225-52100	CONTRACTUAL SERVICES	\$798.00
Vendor Total:						\$2,213.50
WALMART COMMUNITY	001427	CERTIFICATE AND PROCLAMATION RIBBON	\$4.80	10012500-54100	SUPPLIES	\$4.80
	003314	FIRST AID KIT	\$84.40	10022831-54100	SUPPLIES	\$84.40
	005470	ICE RINK SUPPLIES	\$30.71	31422860-54100	SUPPLIES	\$30.71

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WALMART COMMUNITY	002068	ICE RINK SUPPLIES	\$44.49	31422860-54100	SUPPLIES	\$44.49
	001680	ICE RINK SUPPLIES	\$180.91	31422860-54100	SUPPLIES	\$180.91
	002447	CLEANING WIPES, HAND SANITIZER, LIGHT BULB	\$108.83	82027111-54100	SUPPLIES	\$108.83
	Vendor Total:					\$454.14
WATEREUSE ASSOCIATION	D35039	WATEREUSE ANNUAL MEMBERSHIP	\$909.50	83027330-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$909.50
	Vendor Total:					\$909.50
WILLOW COUNTY WATER DIST	40353 DEC 19	PACIFC GAS & ELECTRIC	\$26.11	31122000-55210	UTILITIES	\$26.11
	40351 DEC 19	PACIFIC GAS & ELETRIC	\$20.00	84027225-55210	UTILITIES	\$20.00
	81154 DEC 19	PACIFIC GAS & ELECTRIC	\$20.03	84027225-55210	UTILITIES	\$20.03
	Vendor Total:					\$66.14
WQI	DV0110720	REGISTRATION - A VARGAS	\$500.00	84027225-57100	LEARNING AND DEVELOPMENT	\$500.00
	DV010720	REGISTRATION - A VARGAS	\$700.00	84027225-57100	LEARNING AND DEVELOPMENT	\$700.00
	DV010720 1	REGISTRATION - C GOWAN	\$700.00	84027225-57100	LEARNING AND DEVELOPMENT	\$700.00
	DV011720	REGISTRATION - M ANLIKER	\$700.00	84027225-57100	LEARNING AND DEVELOPMENT	\$700.00
	DV010920	REGISTRATION - M MICHAEL	\$700.00	84027225-57100	LEARNING AND DEVELOPMENT	\$700.00
Vendor Total:					\$3,300.00	
ZAP MFG	3223	24" X 36" COVERED BLANK, .080G	\$745.51	10024620-54127	PW - SIGN POSTS/SHEETING	\$745.51
Vendor Total:					\$745.51	
INVOICE TOTAL:					\$583,515.86	



AGENDA SUMMARY REPORT

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

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Attachment_1_Local_Emergency_City_of_Ukiah
2. Attachment 2 Local Emergency City of Ukiah
3. Attachment 3 Local Emergency City of Ukiah
4. Attachment 4 Local Emergency City of Ukiah
5. Attachment 5 Local Emergency City of Ukiah
6. Attachment 6 - Local Emergency City of Ukiah
7. Attachment 7 Local Emergency City of Ukiah
8. Attachment 8 -Local Emergency City of Ukiah
9. Attachment 9 Local Emergency City of Ukiah
10. Attachment 10 Local Emergency City of Ukiah
11. Attachment 11 Local Emergency City of Ukiah
12. Attachment 12 Local Emergency City of Ukiah
13. Attachment 13 Local Emergency City of Ukiah
14. Attachment14 Local Emergency City of Ukiah
15. Attachment 15 Local Emergency City of Ukiah

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

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

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

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

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

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

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

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

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

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

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

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

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

On December 18, 2019, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2019-58 (Attachment 13).

On January 15, 2020, City Council approved the renewal and continuing of a Local Emergency Resolution No. 2020-02 (Attachment 14).

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

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

Damage repairs to the water basins at the Water Treatment Plant and liner repair at the Waste Water Treatment Plant are completed. The City has received some reimbursement for staff emergency disaster response. Staff continues working with FEMA for reimbursement for all damages the City sustained from the 2019 winter storm event.

Staff is recommending Council determine that the need for a declaration of a local emergency has not ended

by adopting the proposed Resolution (Attachment 15) because of ongoing assessments/repairs.

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

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

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

Print Name Sage Squire
Address 300 Seminar, Ave.

RESOLUTION NO. 2019-08

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

WHEREAS:

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

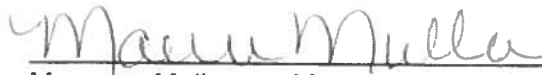
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City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

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

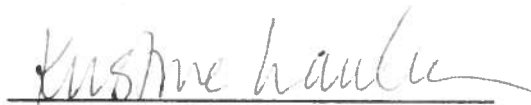
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar Ave

RESOLUTION NO. 2019-09

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

WHEREAS:

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

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

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

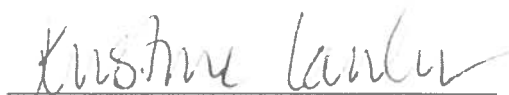
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sgt. Squire
Director of Emergency Services

Print Name Sgt. S. Squire

Address 300 Seminar Ave

RESOLUTION NO. 2019-12

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

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

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

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

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

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

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

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

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

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

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

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

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

Dated: 2-27-19

By: Sage Singsome
Director of Emergency Services

Print Name Sage Singsome
Address 300 Seminary Ave

RESOLUTION NO. 2019-16

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

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

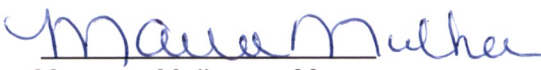
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on May 15, 2019.

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

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

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

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

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

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

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

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


 Maureen Mulheren, Mayor

ATTEST:


 Kristine Lawler, City Clerk

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

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

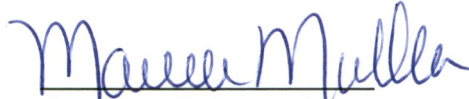
NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on June 19, 2019.

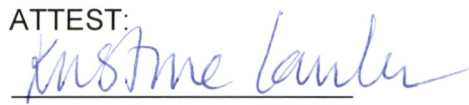
BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and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

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

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

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


Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

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

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

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

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

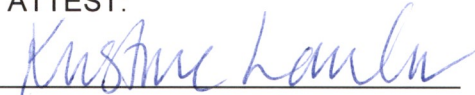
BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

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

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

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

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

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

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

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

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

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

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


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

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

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

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

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

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

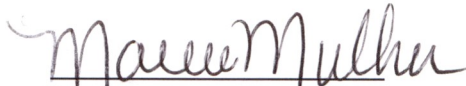
PASSED AND ADOPTED this 21st day of August 2019, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

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

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

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

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

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

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

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

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

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

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

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

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

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

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

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

NOES: None

ABSENT: None

ABSTAIN: None


Maureen Mulheren, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2019-58

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

WHEREAS:

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

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

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

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

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

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

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

NOES: None

ABSTAIN: None

ABSENT: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

RESOLUTION NO. 2020-02**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. On November 6, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
13. On December 18, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

14. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and

15. The City Council will review this declaration at its February 19, 2020 regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on February 19, 2020.

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

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

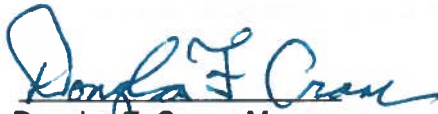
PASSED AND ADOPTED this 15th day of January 2020, by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None


Douglas F. Crane, Mayor

ATTEST:



Kristine Lawler, City Clerk

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RENEWAL AND CONTINUING OF A PROCLAMATION OF A LOCAL EMERGENCY FOR THE CITY OF UKIAH****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
3. On March 20, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
4. On April 3, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
5. On April 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
6. On May 1, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
7. On May 15, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
8. On June 19, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
9. On July 17, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
10. On August 21, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
11. On October 2, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
12. On November 6, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
13. On December 18, 2019, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.

14. On January 15, 2020, City Council approved the renewal and continuing of the Local Emergency Resolution Proclamation.
15. Impacts from heavy rainfall continue as conditions at the City's Wastewater Treatment Plant continue to be at risk, all of which threaten to continue or create local emergency conditions; and
16. The City Council will review this declaration at its April 1, 2020 regular meeting, occurring not more than 45 days from the date this resolution is adopted;

NOW, THEREFORE, BE IT RESOLVED that the local emergency continues to exist and shall be deemed to continue until it is further reviewed by the City Council at its regular meeting on April 1, 2020.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Delegate City Manager Authority to Negotiate and Approve Assignment of the License Agreement with AT&T and Sublicense Agreements, Including an Agreement with Verizon Wireless for Ground Space Use.

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

ATTACHMENTS:

1. Verizon Site License Agreement DRAFT
2. ATT New Cingular Wireless Agreement

Summary: AT&T seeks City approval to assign its License Agreement with the City to Octagon Towers, LLC. The License Agreement allows for AT&T or an assignee of the agreement to sublicense cell tower space to other companies. The City Council may delegate these approvals to the City Manager to expedite the process, along with authorization to negotiate and execute an associated agreement with Verizon Wireless for ground space use.

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

Recently, as required by the License Agreement with an AT&T subsidiary (New Cingular Wireless) for ground space at the Civic Center for AT&T's cell tower and equipment shelter, AT&T has requested the City's approval for an assignment of its interest in the License Agreement to Octagon Towers, LLC. AT&T reports that this is part of a sale of over 1,000 other towers in the region to Octagon. This transfer will not materially affect the City, as AT&T proposes to leaseback capacity for its antenna and related equipment. Additionally, AT&T will still be operating and maintaining its wireless communication facilities using the protocols set forth in the License Agreement.

Furthermore, the City has been notified that Verizon Wireless is going to be co-locating cellular equipment on the mono-pine tower through a sublicense agreement with AT&T. As part of this co-location, Verizon Wireless will need to execute a ground space agreement with the City of Ukiah. Please find this draft agreement included as Attachment #1.

Discussion: Under Section 13 of the 2016 Restated and Amended License Agreement (Attachment #2), City approval is required to an assignment of the License Agreement other than to an affiliate of AT&T. Under Section 14, City approval is required to a sublicense of space on the Cell Tower or in the AT&T Equipment Shelter to a company other than an AT&T affiliate. In both cases, the City's approval cannot be unreasonably withheld. Under Section 14, the City is entitled to 50% of the sublicense fees received by AT&T from a company sublicensing such space from AT&T.

City staff does not believe there is any disadvantage to the City from AT&T's assignment of the License Agreement to Octagon. Octagon will be required to comply with all of the provisions of the License Agreement

and AT&T will lease the Equipment Shelter and space on the Cell Tower for its wireless communications services, which it will continue to maintain. As with most other sublicense agreements, the City has no reasonable basis to disapprove a sublicense to Verizon. The City will receive 50% of the fees Verizon pays AT&T or Octagon. The City police have a separate cell tower for their communications equipment.

There would have to be some unusual circumstance to warrant disapproval of a sublicense agreement. Therefore, staff is requesting Council to authorize the City Manager to approve the assignment of the License Agreement to Octagon and delegate to the City Manager authority to approve all sublicense agreements under the License Agreement, including the proposed Verizon sublicense agreement. This will expedite the approval of future requests to sublicense space on the AT&T Cell Tower to other companies. It should be noted that staff is requesting an administrative fee to cover the cost of staff time spent on managing these approvals.

While the City has limited control over the cellular mono-pine, we retain full rights for all ground space use. There is not enough space in the area leased by AT&T for Verizon's equipment, prompting Verizon to reach out to the City to secure space for their equipment.

Staff evaluated the available areas in the rear of the Civic Center and determined that the existing trash enclosure area would be the best location for the ground space lease to Verizon. The existing trash enclosure is very difficult for the garbage company to access. The City proposed to have Verizon convert the existing trash area into their ground storage area and construct a new trash enclosure for the City in a better location. Verizon has agreed to this proposal and will be responsible for all aspects and costs associated with the project. Additionally, the draft agreement includes a one-time administrative fee and monthly revenue to the City (both of which are still under negotiation with Verizon).

Staff recommends that: (1) City Council authorize the City Manager to negotiate and approve the assignment of the License Agreement by AT&T to and the assumption of the License Agreement by Octagon; and (2) delegate authority to the City Manager to negotiate and approve sublicenses under the License Agreement, including the sublicense to Verizon and to negotiate and execute an associated agreement with Verizon Wireless for ground space use.

Recommended Action: Authorize the City Manager to negotiate and approve an assignment of the AT&T License Agreement for the Cell Tower and Equipment Shelter at the Civic Center to Octagon Towers, LLC and delegate authority to the City Manager to negotiate and approve sublicense agreements for cell tower space, including a proposed sublicense to Verizon Wireless, and to negotiate and execute an associated agreement with Verizon for ground space use.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1415-193-A1

COORDINATED WITH: David Rapport, City Attorney & Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

LICENSE AGREEMENT
BETWEEN
CITY OF UKIAH
AND
VERIZON WIRELESS

THIS LICENSE AGREEMENT (“Agreement”), dated as of the latter of the signature dates below (**“Effective Date”**), is entered in Ukiah, California, by and between the City of Ukiah (**“City”**), and Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (**“Licensee”**). City and Licensee may be referred to herein individually as a **“Party,”** and collectively as the **“Parties.”**

RECITALS:

A. The City owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 300 Seminary Avenue, in the City of Ukiah, County of Mendocino, State of California (collectively, the "Property"). Licensee desires to use a portion of the Property in connection with its federally licensed communications business and specifically its sublicense from _____ to install and operate antenna and related equipment on the cellular communications tower (“mono-pine tower”) located on the Property. City desires to grant to Licensee the right to use (i) a portion of the Property comprising an approximate 15’ x 18.5’ parcel containing two hundred seventy-seven and one half (277.5) square feet currently in use as a trash enclosure area (“Existing Enclosure Area”), and (ii) the non-exclusive right (the “Rights of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a 12 foot wide right-of-way extending from the nearest public right-of-way, Dora Street, to the Existing Enclosure Area, and for the underground installation and maintenance of utility wires, cables and conduits under one or more rights of way from the Existing Enclosure Area, said Existing Enclosure Area and Rights of Way being substantially as described herein in Exhibit 2 attached hereto and made a part hereof.

B. The City desires that the Licensee installs a new fence around the Existing Enclosure Area, and continue the fencing around the entire perimeter of the larger existing enclosure area, in addition to replacing landscaping on the east side of the enclosure per the requested specifications in Exhibit 2.

C. The City desires that Licensee construct a new trash enclosure area comprising an approximate 5’ x 16’ parcel containing eighty (80) square feet to be located [fill in description or reference to Exhibit 3]

AGREEMENT:

NOW, THEREFORE, in consideration of the above-recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. License, Construction of New Enclosure Area.

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

(i) a non-exclusive license coupled with an interest to the Existing Enclosure area;

(ii) a temporary non-exclusive license terminating upon completion of construction to an area comprising approximately xxx (xx) square feet for Licensee's installation of a new trash enclosure area ("New Enclosure Area" or "Premises B");

(iii) five feet (5') on either side of a centerline for a distance of approximately three hundred sixty two feet (362') [comprising approximately Three Thousand Eight Hundred Ninty-Eight (3,898) square feet] (the "Underground Conduit Area"), all as more completely described or depicted on attached **Exhibit 2**. (The Existing Enclosure Area and the Underground Conduit Area are collectively referred to herein as "Premises A". Premises A and Premise B are hereinafter referred to as the "Premises"); and

(iv) a non-exclusive license to the Rights of Way, over the Property for access to the Premises.

(b) New Enclosure Area. Licensee will construct a New Enclosure Area pursuant to the specifications provided in Exhibit 3 attached hereto and made a part hereof.

2. Use of Premises.

(a) Use of Premises. Subject to the terms and conditions of Section 1 above, Licensee may use the Premises solely for the purpose of installing and operating the equipment shelter and related equipment as described in the attached Exhibit 4 (collectively, "Licensee's Facilities") in the Existing Enclosure Area, and (ii) installing the New Enclosure Area. Subject to the terms and conditions of this Agreement, Licensee shall have a right of access to the Premises that includes the placement of utility facilities underground to service the Premises in accordance with an encroachment permit issued by the City to Licensee at no additional cost, other than generally applicable fees or charges associated with such permits or other entitlements required by law, including City ordinances and resolutions. Licensee shall not locate equipment on Premises A used by any other person or entity or for any other purpose without the consent and agreement of the City. Licensee shall comply with all applicable federal, state, and local laws, orders, rules and regulations (collectively, "Laws"), applicable to Licensee's use of the Licensee's Facilities on the

Property. City agrees to comply with all Laws. If Licensee wishes to negotiate an amendment to this Agreement to relocate its equipment shelter from the Existing Enclosure Area to another area on the Property, Licensee shall have sole responsibility for the relocation and will bear all expenses associated with the relocation. However, the City shall have ultimate discretion to deny the relocation request.

(b) The City shall have the right to approve the design and construction of any new facilities on the Premises. Upon termination of this Agreement by Licensee (other than as a result of a material breach by City) or if Licensee provides notice that it will not exercise any of its options to renew this License, the equipment shelter constructed in the Existing Enclosure Area shall become the property of the City in "as is, where is" condition; provided, however, at the City's option, Licensee shall remove all improvements from Premises A in accordance with Section 4 at no cost to the City. If the City terminates this License (other than as a result of a default by Licensee), the equipment shelter in the Existing Enclosure Area shall remain the property of Licensee but shall be removed from the Premises in accordance with Section 4 at no cost to the City..

3. Term of License Agreement.

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

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

4. Termination. Licensee shall have the right to terminate this Agreement or any extension thereof at any time upon giving the City sixty (60) days' written notice. If this Agreement is terminated, equipment belonging to and installed by Licensee shall remain the property of the Licensee, The Existing Enclosure Area and Underground Conduit Area shall remain the property of the City provided, however, that if this Agreement is terminated by Licensee due to an uncured default by City as admitted by the City or determined by a final judgment not subject to further appeal, then at Licensee's option, Licensee may elect to remove the New Enclosure Area and seek reimbursement from City for all costs of removal or leave the New Enclosure Area in place in "as is, where is" condition, in which case City shall reimburse Licensee for Licensee's unamortized cost of the New Enclosure Area based on a 20 year useful. Upon the termination of this

Agreement, Licensee shall have sixty (60) days to remove its equipment from the Existing Enclosure Area and Underground Conduit Area. In removing its equipment from the Existing Enclosure Area and Underground Conduit Area, Licensee shall not cause a public or private nuisance or otherwise materially and adversely interfere with City's use of the Existing Enclosure Area or City's antennas and related facilities and shall restore the Premises to the condition it was in on the Effective Date. Licensee shall indemnify and hold City harmless from any cost, damage, or liability arising from any material and adverse interference to City's use of the Existing Enclosure Area or City's antennas and related facilities caused by Licensee or its officers, agents, employees or contractors during such removal. Sixty (60) days following the expiration or earlier termination of this Agreement or fifteen (15) days after City has given written notice in compliance with Cal. Civil Code Section 1951.35 that it believes Licensee has abandoned the Premises and Licensee has failed to respond to said notice in compliance with Civil Code Section 1951.35(b), any equipment remaining on Premises B shall become the property of the City, which it may use or dispose of as it sees fit. Licensee shall pay any costs to dispose of the equipment, if the City elects to dispose of it. Any such costs shall be reduced by the amount, if any, received by the City for the sale of same.

5. License Fee & Administrative Fee.

(a) Initial License Fee. Commencing on the first (1st) day of the month following the Effective Date ("**License Fee Commencement Date**"), Licensee shall pay a license fee ("**License Fee**") in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per month, which shall be due on the first day of each calendar month following the Effective Date during the Term. The License Fee shall be payable to the City of Ukiah and must be received by the City Finance Department located at 300 Seminary Ave., Ukiah, CA 95482, by 4 p.m. PST on the first day of each month. License Fees not received by the tenth (10th) day following that date and time shall be considered delinquent. Delinquent License Fees shall be subject to a late fee of One Hundred Dollars (\$100) and interest on the unpaid balance, including unpaid late fees, until paid in full, at the rate of Ten Percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less. Notwithstanding the foregoing, City hereby grants to Licensee a one-time grace period of forty-five (45) days following the License Fee Commencement Date to forward the initial payment of the License Fee to City.

(b) [Intentionally omitted]

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

(d) One-Time Administrative Fee. Within forty-five (45) days following the Effective Date, Licensee shall pay to City a one-time administrative fee of Ten Thousand and No/100 Dollars (\$10,000.00) for City's review and execution of this Agreement.

(e) Possession of Premises. Licensee shall not be entitled to take possession of Premises A and commence work to construct the New Enclosure Area unless Licensee has paid all fees then due.

6. Property Taxes.

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

7. Maintenance and Repairs and Related Access.

(a) Subject to the procedures and the payment of costs as further set forth in this Section 8, Licensee shall maintain Licensee's Facilities (Licensee's equipment shelter and Licensee's equipment in the equipment shelter) in good repair and working order, shall prevent the Licensee's Facilities from deteriorating and shall promptly make repairs to the Licensee's Facilities, when necessary to maintain them in good repair and working order, and may at its own expense alter or modify the Licensee's Facilities to suit its needs consistent with the intended use of the Premises and provided, such modifications do not interfere with the City's communication facilities located on the Tower on the Property owned by the City ("City Tower"), nor with the City's use of the Underground Conduit Area and surrounding property.

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

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

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

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

schedule;

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

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

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

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

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

8. Non-Interference.

(a) Licensee agrees to install equipment of types and frequencies which will not cause interference to the communications equipment of the City. In the event Licensee's equipment causes such interference, Licensee shall cooperate with City in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice from City to Licensee of the existence of such interference and City has determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall

remove the interfering equipment from the Premises. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Premises within an additional ten (10) day period. The Agreement shall then terminate without further obligations then owing or past-due and except as may otherwise be specifically enumerated herein. City shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

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

(c) Licensee has satisfied itself and hereby represents and warrants to City that no such interference shall result to the currently existing systems of City. Licensee agrees to indemnify, hold harmless and defend City against any claim or damage, including reasonable attorney's fees, arising out of such interference.

(d) Licensee shall be responsible for performing all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment at the Premises.

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

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

9. Indemnification.

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

10. Insurance.

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

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

(i) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

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

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

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

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

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

(iii) Worker's Compensation and Employers Liability: Worker's compensation

limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

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

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

(i) General Liability and Automobile Liability Coverages

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

(B) The Licensee's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

(C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(D) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(E) Worker's Compensation and Employers Liability Coverage.

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

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

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

(f) Verification of Coverage. Licensee shall furnish the City with certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on ACCORD forms. All Certificates and Endorsements are to be received and approved by the City before the License Fee Commencement Date.

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

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

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

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

11. Opportunity to Cure Non-Monetary Defaults.

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

12. Transferability of Licensee's Interest.

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

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

13. Execution of Other Instruments.

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

14. Quiet Enjoyment.

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

15. Subordination.

Licensee agrees to subordinate this Agreement to any mortgage, trust deed or other pledge or interest which may hereafter be placed on the Premises, provided such mortgage, trust deed or other pledge or interest does not affect Licensee’s the right to possession of the Premises, except in connection with the enforcement or foreclosure of any such mortgage, deed of trust, pledge or other interest or as otherwise required by a lender secured by any such mortgage, deed of trust, pledge or other interest.

16. Binding Effect.

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

17. Entire Agreement.

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

18. Modifications.

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

19. Notices.

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

If to City:	City of Ukiah Attention: City Manager 300 Seminary Road Ukiah, CA 95482
With copy to:	Ukiah City Attorney David J. Rapport, Esq. Rapport & Marston 405 W. Perkins Street Ukiah, CA. 95482
If to Licensee:	d/b/a Verizon Wireless Attention: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921 Site: _____

With a copy to Verizon Legal Department:

20. Emergency 911 Service.

In the future, without the payment of additional rent and at a location mutually acceptable to City and Licensee, City agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

21. Memorandum of License.

Either party will, at any time upon receipt of fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of **Exhibit 5**. Either party may record this memorandum at any time, in its absolute discretion.

22. [Intentionally omitted.]

23. Force Majeure.

Neither City nor Licensee shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, lightning, earthquake, elements of nature or acts of God, riots, labor disputes, delays in transportation, unavoidable casualty, inclement weather conditions, acts of public utilities, public bodies or inspectors, any delay or impediment caused by the other Party or a party under the direct control or supervision of such other Party, the acts or omissions of the other Party or any party under the direct control or supervision of such other Party, or any other cause beyond the reasonable control of such Party; provided, however, that the non-performing Party is without material fault in causing such default or delay (collectively, a “**Event of Force Majeure**”). In the event of an Event of Force Majeure, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its commercially reasonable efforts to resume performance.

24. Incorporation of Recitals.

Recitals A through F are an integral part of this Agreement, and these Recitals are incorporated in this Agreement by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

“City”

City of Ukiah

By: _____

Name: _____

Its: _____

Date: _____, 2020

“Licensee”

[INSERT VZW ENTITY], d/b/a Verizon Wireless

By: [INSERT if applicable]

Its: General Partner [if applicable]

By:

Name: Phillip French

Title: Executive Director - Network

Date: _____

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSEE ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

The “Property” is legally described as follows:

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

Parcel One: (APN 2-255-02)

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

Parcel Two: (APN 2-255-03)

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

Excepting therefrom the following:

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

APN: 002-255-02 & 03

EXHIBIT 2

DEPICTION OF PREMISES A

Page 1 of 2

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

DRAFT

EXHIBIT 3

DEPICTION OF PREMISES B

Page 1 of 3

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

EXHIBIT 4

DESCRIPTION OF LICENSEE'S FACILITIES

Page 1 of 13

[Plan Set Dated XXX,
Consisting of X (X) Pages, Appears on Following Pages]

DRAFT

EXHIBIT 5

MEMORANDUM OF LICENSE

[Memorandum of License Appears on Following Pages]

MEMORANDUM OF LICENSE

**Recording Requested by
& When Recorded Return to:**

d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921
Site: _____

**APN: 002-255-02 &
002-255-03**

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CNU0915
Search Ring Name: Ukiah DT Police
Cell Site Name: Ukiah DT Police (CA)
Fixed Asset No.: 10129956
State: California
County: Mendocino

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2020, by and between the City of Ukiah, having a mailing address of Attn: City Manager, 300 Seminary Avenue, Ukiah, CA 95482 (hereinafter referred to as "**City**"), and Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Licensee**").

1. City and Licensee entered into a certain License Agreement ("**Agreement**") as of the ____ day of _____, 2020, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit A** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

“City”

City of Ukiah

By: _____

Name: _____

Its: _____

Date: _____, 2020

“Licensee”

[INSERT VZW ENTITY], d/b/a Verizon Wireless

By: [INSERT if applicable]

Its: General Partner [if applicable]

By:

Name: Phillip French

Title: Executive Director - Network

Date: _____

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LICENSEE ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

The “Property” is legally described as follows:

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

Parcel One: (APN 2-255-02)

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

Parcel Two: (APN 2-255-03)

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Excepting therefrom the following:

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APN: 002-255-02 & 03

The “Premises” is described and/or depicted as follows:

[One-Page Depiction of the Premises Suitable for Recording in Mendocino County
Appears on Following Page]

COLL NO. 1415-193-A1

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

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

RECITALS:

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

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

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

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

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

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

AGREEMENT:

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

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

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

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

as follows:

(A) the Equipment Shelter Area;

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

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

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

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

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

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

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

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

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

2. Use of Premises.

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

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

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

3. Term of License Agreement.

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

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

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

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

5. License Fee & Administrative Fee.

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

(b) [Intentionally omitted]

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

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

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

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

7. Property Taxes.

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

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

8. Maintenance and Repairs and Related Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Non-Interference.

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

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

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

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

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

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

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

10. Mutual Indemnification.

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

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

or negligent misconduct.

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

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

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

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

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

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

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

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

(iii) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

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

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

(i) General Liability and Automobile Liability Coverages

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

(B) The Licensee's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

(C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(D) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(E) Worker's Compensation and Employers Liability Coverage.

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

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

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

(f) Verification of Coverage. Licensee shall furnish the City with certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on ACCORD forms. All Certificates and Endorsements are to be received and approved by the City before the License Fee Commencement Date.

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

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

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

Additional Insured status:

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

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

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

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

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

13. Transferability of Licensee's Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to AT&T Legal Department:

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

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

22. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to City and Licensee, City agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

23. Memorandum of License. Either party will, at any time upon receipt of fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of **Exhibit 5**. Either party may record this memorandum at any time, in its absolute discretion.

24. [Intentionally omitted.]

25. Force Majeure. Neither City nor Licensee shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, lightning, earthquake, elements of nature or acts of God, riots, labor disputes, delays in transportation, unavoidable casualty, inclement weather conditions, acts of public utilities, public bodies or inspectors, any delay or impediment caused by the other Party or a party under the direct control or supervision of such other Party, the acts or omissions of the other Party or any party under the direct control or supervision of such other Party, or any other cause beyond the reasonable control of such Party; provided, however, that the non-performing Party is without material fault in causing such default or delay (collectively, a “**Event of Force Majeure**”). In the event of an Event of Force Majeure, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its commercially reasonable efforts to resume performance.

26. Incorporation of Recitals. Recitals A through F are an integral part of this Agreement, and these Recitals are incorporated in this Agreement by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

"City"

City of Ukiah

By: [Signature]
Name: Sup. Sengulcar
Its: City Manager
Date: March 3, 2016

"Licensee"

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Name: Vani Muller
Its: Manager
Date: 3/3/2016
Real Estate & Construction

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

CITY ACKNOWLEDGMENT

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

State of California

County of MENDOCINO)

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

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

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

WITNESS my hand and official seal.

Signature Kristine Lawler

(Seal)



LICENSEE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On Feb 22, 2016 before me, K. A. Martic-Kongea
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature K. A. Martic-Kongea (Seal)



EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

The "Property" is legally described as follows:

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

Parcel One: (APN 2-255-02)

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

Parcel Two: (APN 2-255-03)

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

Excepting therefrom the following:

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

APN: 002-255-02 & 03

EXHIBIT 2

DEPICTION OF PREMISES A

Page 1 of 2

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

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



2700 WATT AVE
 SACRAMENTO, CA 95821

**LEASE
 EXHIBIT**

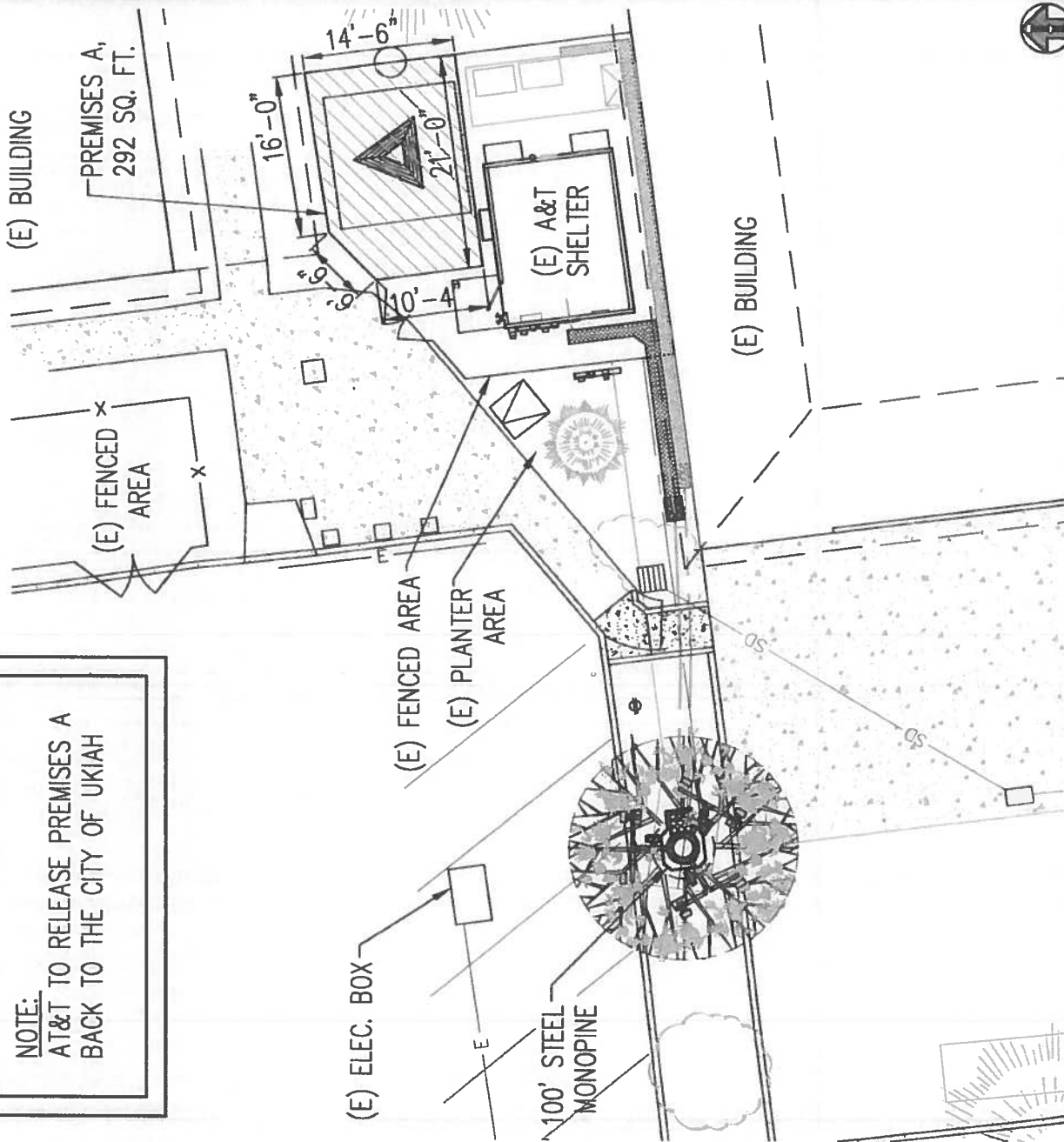
PROJECT NAME:
**UKIAH
 DOWNTOWN**

PROJECT NUMBER:
CCL00915

PROJECT ADDRESS:
**300 SEMINARY AVE
 UKIAH, CA 95482**

EXHIBIT **2**

NOT TO SCALE



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

EXHIBIT 3

DEPICTION OF PREMISES B

Page 1 of 3

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

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



2700 WATT AVE
 SACRAMENTO, CA 95821

**LEASE
 EXHIBIT**

PROJECT NAME:
**UKIAH
 DOWNTOWN**

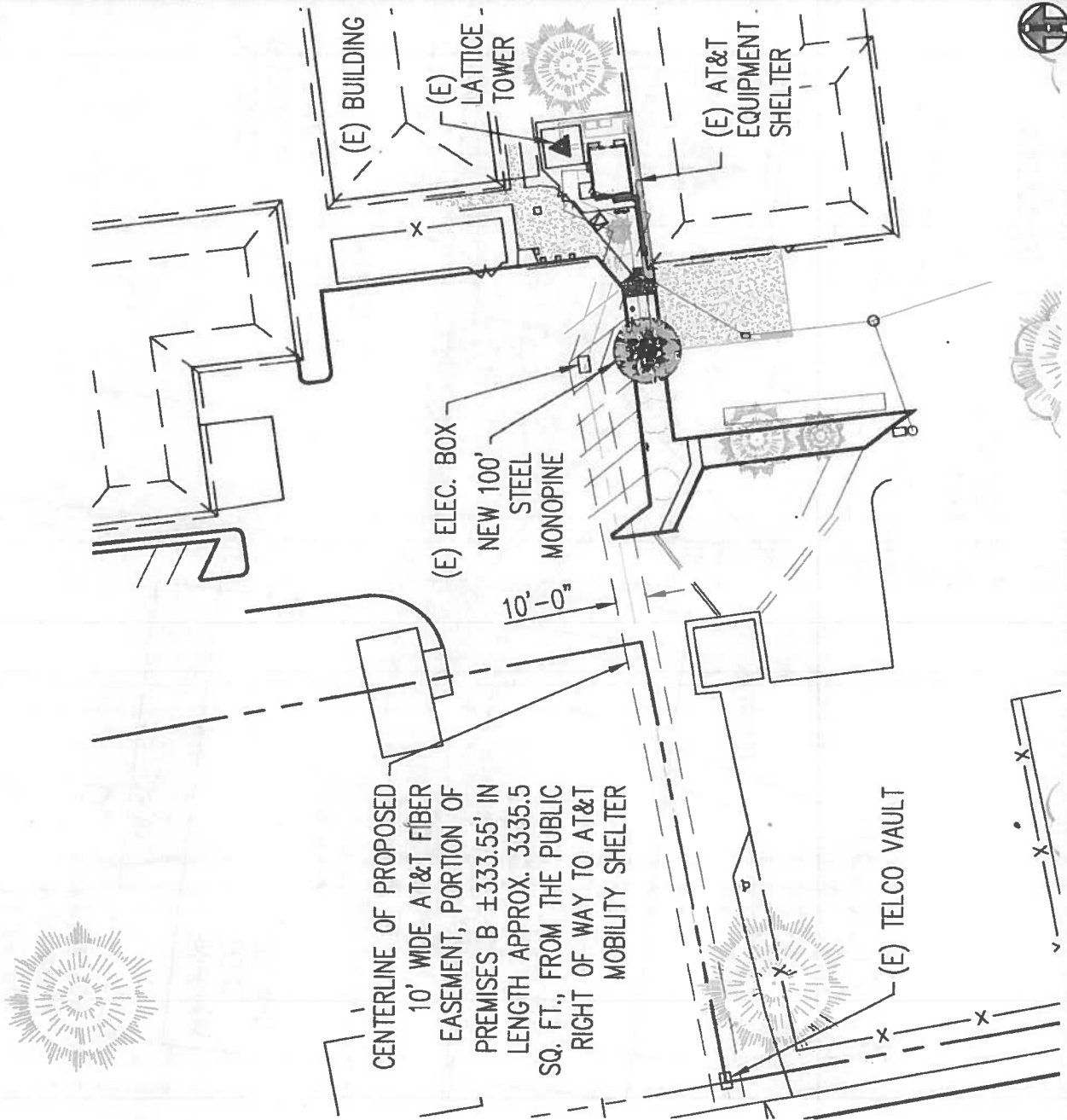
PROJECT NUMBER:
CCL00915

PROJECT ADDRESS:
**300 SEMINARY AVE
 UKIAH, CA 95482**

EXHIBIT

3.1

NOT TO SCALE



Peek Site-Com

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



2700 WATT AVE
SACRAMENTO, CA 95821

**LEASE
EXHIBIT**

PROJECT NAME:

**UKIAH
DOWNTOWN**

PROJECT NUMBER:

CCL00915

PROJECT ADDRESS:

**300 SEMINARY AVE
UKIAH, CA 95482**

EXHIBIT

3.2

NOT TO SCALE

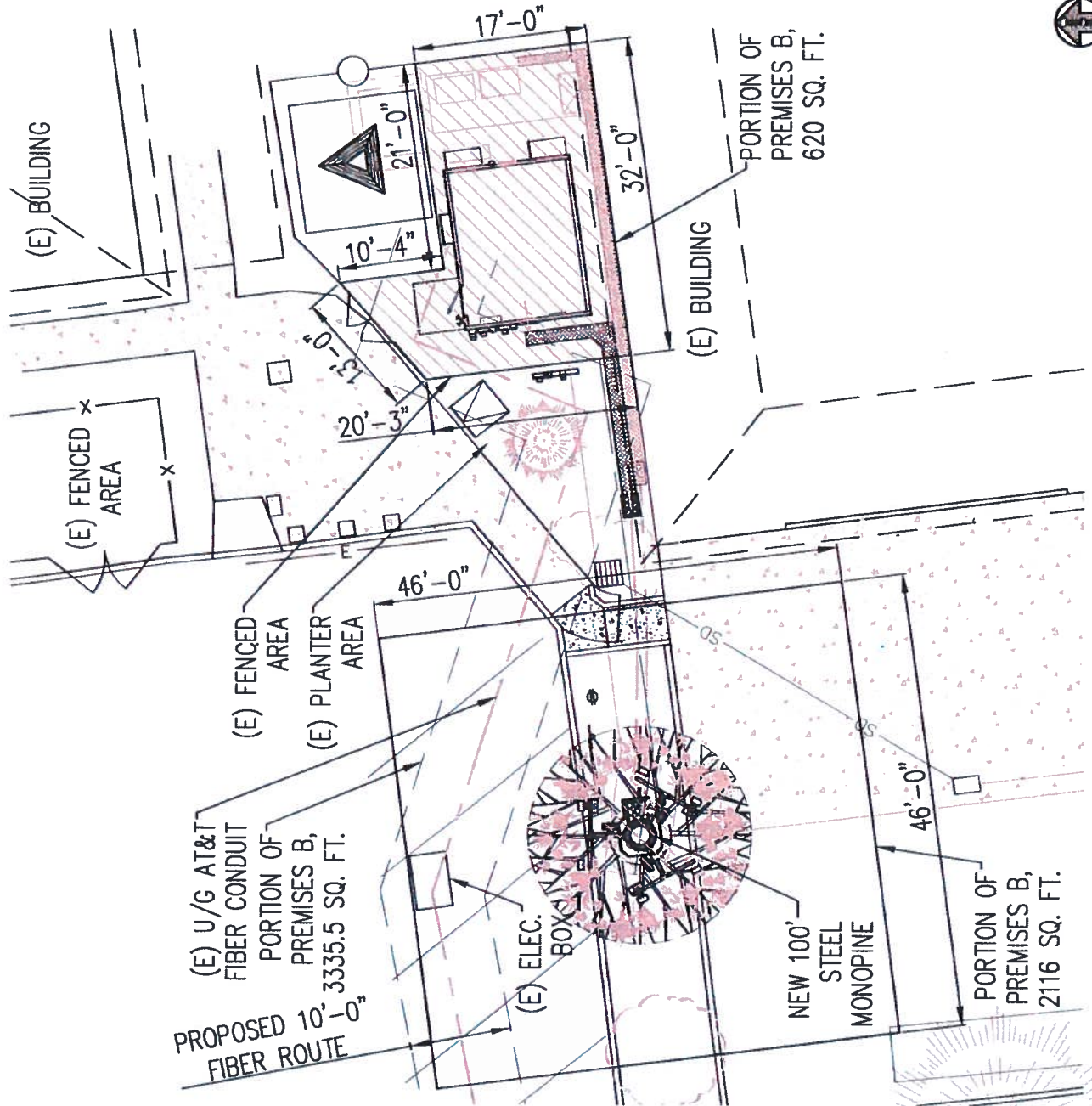


EXHIBIT 4

DESCRIPTION OF LICENSEE'S FACILITIES & NEW TOWER

Page 1 of 13

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

GENERAL NOTES

1. CHANGES ARE NOT TO BE MADE WITHOUT APPROVING THE PROJECT. ANY CHANGES TO THE PROJECT SHALL BE MADE IN WRITING AND SHALL BE APPROVED BY THE CLIENT AND THE DESIGNER. ANY CHANGES TO THE PROJECT SHALL BE MADE IN WRITING AND SHALL BE APPROVED BY THE CLIENT AND THE DESIGNER.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
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SITE NUMBER: CCL00915
SITE NAME: UKIAH DOWNTOWN
300 SEMINARY AVE
UKIAH, CA 95482

FA#: 10129956

LEGEND

- A --- ANTENNA CABLE (WIRE GROUND)
- T --- TELEPHONE SERVICE (WIRE GROUND)
- P --- POWER SERVICE (WIRE GROUND)
- G --- GROUND RING (WIRE GROUND)
- A --- ANTENNA CABLE (BUREAU)
- T --- TELEPHONE SERVICE (BUREAU)
- P --- POWER SERVICE (BUREAU)
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SHEET INDEX

- T-1 SITE SHEET
- C-1 SITE SURVEY
- A-1.1 SITE PLAN
- A-1.2 SITE PLAN
- A-2.1 ELEVATION
- A-2.2 ELEVATION
- A-2.3 ELEVATION
- A-3 DETAILS
- A-3.1 ELECTRICAL/GROUNDING SHEET
- C-1

VICINITY MAP



CONTACTS

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CODE COMPLIANCE

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PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO AT&T. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF AT&T. ANY REPRODUCTION OR DISCLOSURE OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF AT&T IS STRICTLY PROHIBITED.

at&t

2700 WATT AVE
SACRAMENTO, CA 95821

UKIAH DOWNTOWN

300 SEMINARY AVE
UKIAH, CA 95482

REV. DATE. DESCRIPTION

1	8-23-12	90% 20% CDS	WT
2	4-7-14	100% 20% CDS	WT
3	5-8-14	100% 20% CDS	WT
4	5-20-14	REV 100% 20% CDS	WT
5	5-20-14	REV 100% 20% CDS	WT
6	6-13-14	REV 100% 20% CDS	WT
7	7-3-14	REV 100% 20% CDS	WT
8	7-18-14	REV 100% 20% CDS	WT
9	11-14-14	REV 100% 20% CDS	WT

COORDINATING ENGINEER

Peek Site-Comm

12832 Euphoric Ave, Suite 101
Auburn, California 95602
Phone (530) 885-6100
E-Mail: info@peeksitecomm.com

PROFESSIONAL ENGINEER

STATE OF CALIFORNIA

PEAK SITE COMM

NO. 50000

DATE: 11/14/14

SHEET NO.

CC-00915

REV. DATE

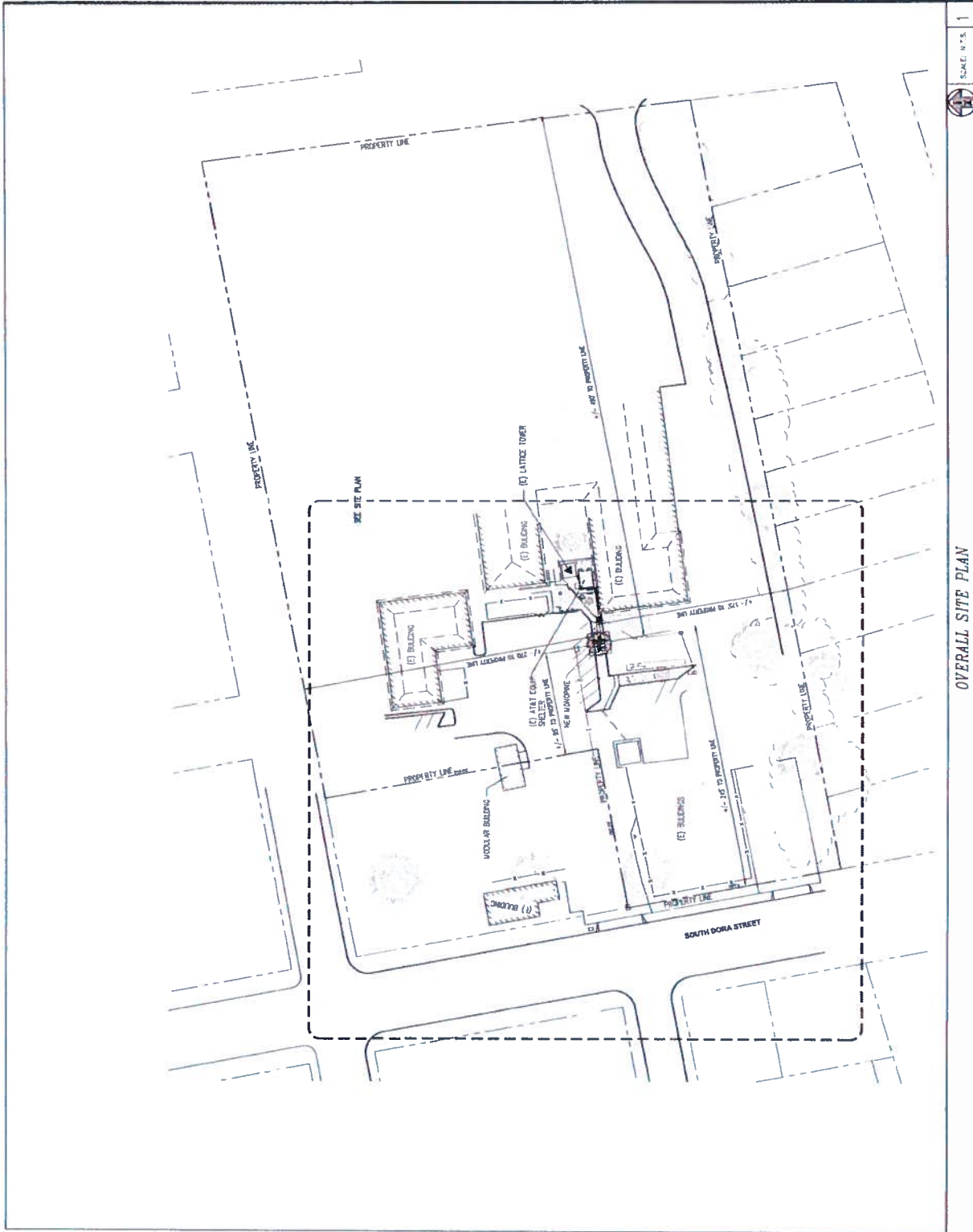
WT

TITLE SHEET

SHEET NUMBER

T-1 0

PROPRIETARY INFORMATION THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO PEAK SITE-COM. NO DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEAK SITE-COM IS STRICTLY PROHIBITED.		 2700 WAIT AVE SACRAMENTO, CA 95821		PROJECT INFORMATION UKIAH DOWNTOWN 300 BROWAY AVE UKIAH, CA 95422		<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8-23-12</td> <td>80% ZDS-CDS</td> <td>WT</td> </tr> <tr> <td>2</td> <td>4-7-14</td> <td>100% ZDS-CDS</td> <td>WT</td> </tr> <tr> <td>3</td> <td>5-8-14</td> <td>100% ZDS-CDS</td> <td>JAR</td> </tr> <tr> <td>4</td> <td>5-20-14</td> <td>REV 100% ZDS-CDS</td> <td>JAR</td> </tr> <tr> <td>5</td> <td>5-22-14</td> <td>REV 100% ZDS-CDS</td> <td>JAR</td> </tr> <tr> <td>6</td> <td>6-13-14</td> <td>REV 100% ZDS-CDS</td> <td>WT</td> </tr> <tr> <td>7</td> <td>7-3-14</td> <td>REV 100% ZDS-CDS</td> <td>JAR</td> </tr> <tr> <td>8</td> <td>7-18-14</td> <td>REV 100% ZDS-CDS</td> <td>JAR</td> </tr> <tr> <td>9</td> <td>11-14-14</td> <td>REV 100% ZDS-CDS</td> <td>JAR</td> </tr> </tbody> </table> COORDINATING ENGINEER		REV	DATE	DESCRIPTION	BY	1	8-23-12	80% ZDS-CDS	WT	2	4-7-14	100% ZDS-CDS	WT	3	5-8-14	100% ZDS-CDS	JAR	4	5-20-14	REV 100% ZDS-CDS	JAR	5	5-22-14	REV 100% ZDS-CDS	JAR	6	6-13-14	REV 100% ZDS-CDS	WT	7	7-3-14	REV 100% ZDS-CDS	JAR	8	7-18-14	REV 100% ZDS-CDS	JAR	9	11-14-14	REV 100% ZDS-CDS	JAR	 Peek Site-Com 12852 Eshport Ave, Suite 101 Auburn, California 95602 Phone (530) 885-6160 E-Mail: info@peaksitecom.com		 SITE & DATE: _____ DRAWN BY: _____ C.D. 00313 _____ SHEET TITLE: _____ OVERALL SITE PLAN SHEET NUMBER: _____		A-1 0	
REV	DATE	DESCRIPTION	BY																																																		
1	8-23-12	80% ZDS-CDS	WT																																																		
2	4-7-14	100% ZDS-CDS	WT																																																		
3	5-8-14	100% ZDS-CDS	JAR																																																		
4	5-20-14	REV 100% ZDS-CDS	JAR																																																		
5	5-22-14	REV 100% ZDS-CDS	JAR																																																		
6	6-13-14	REV 100% ZDS-CDS	WT																																																		
7	7-3-14	REV 100% ZDS-CDS	JAR																																																		
8	7-18-14	REV 100% ZDS-CDS	JAR																																																		
9	11-14-14	REV 100% ZDS-CDS	JAR																																																		



PROPRIETARY INFORMATION
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 SET OF DRAWINGS IS THE PROPERTY
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 DISCLOSURE OTHER THAN THAT WHICH
 IS SPECIFICALLY AUTHORIZED IS
 STRICTLY PROHIBITED.

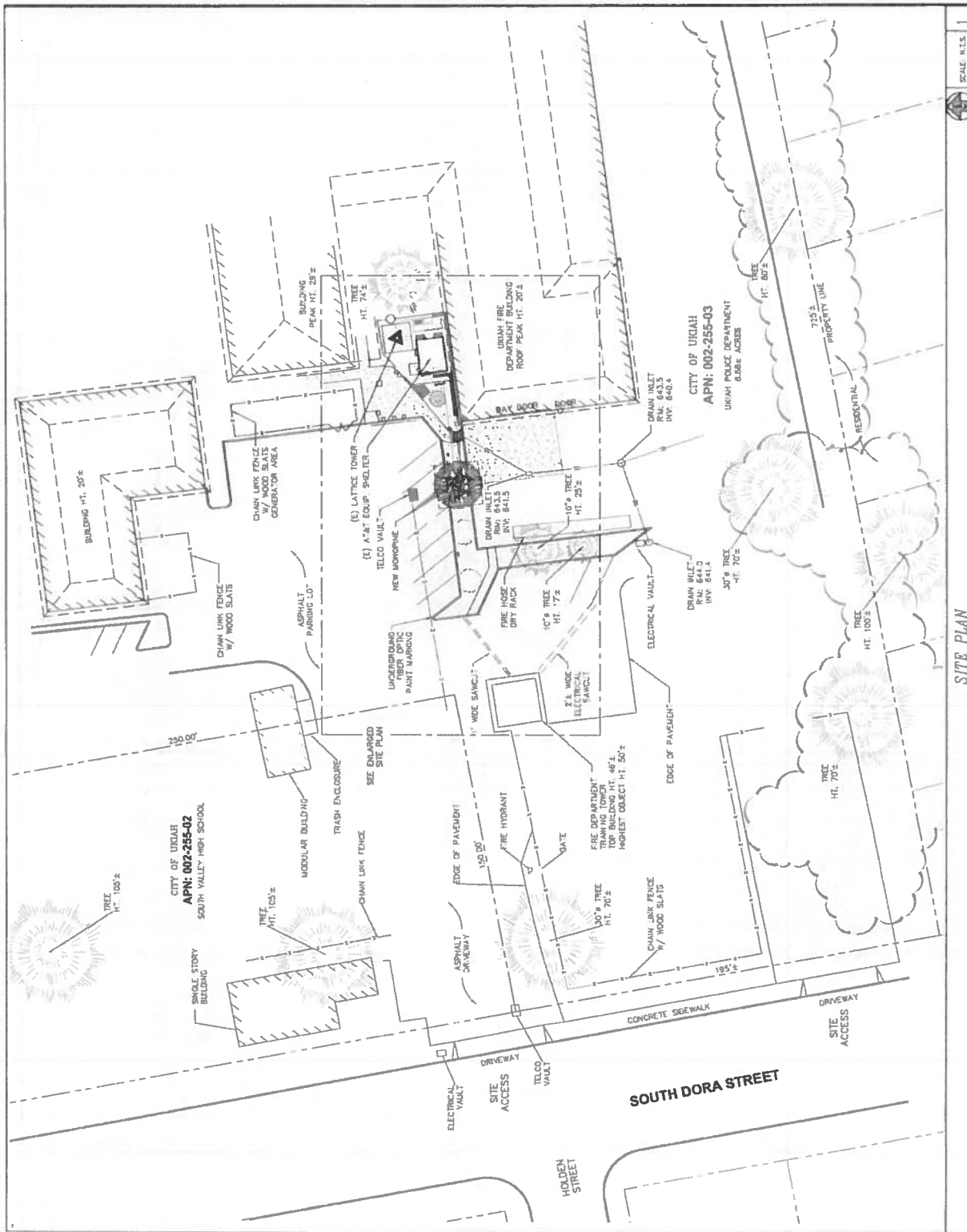
2700 WATT AVE
 SACRAMENTO, CA 95821

UKIAH DOWNTOWN
 300 EMMETT AVE
 UKIAH, CA 94945

REV	DATE	DESCRIPTION
1	8-23-13	FOR 2024-CDS
2	8-27-14	1002 2025-CDS
3	9-8-14	1002 2025-CDS
4	9-10-14	REV 1002 2025-CDS
5	9-22-14	REV 1002 2025-CDS
6	8-13-14	REV 1002 2025-CDS
7	7-3-14	REV 1002 2025-CDS
8	7-18-14	REV 1002 2025-CDS
9	11-14-14	REV 1002 2025-CDS

Peek Site-Com
 12832 E. 1st Ave. Suite 101
 Auburn, California 95602
 Phone (530) 885-6160
 E-Mail: info@peeksite.com

SHEET NO. 1
 CC00016
 SHEET TITLE
 OVERALL SITE PLAN
 SHEET NUMBER
 A-1.10



SCALE: N.T.S.

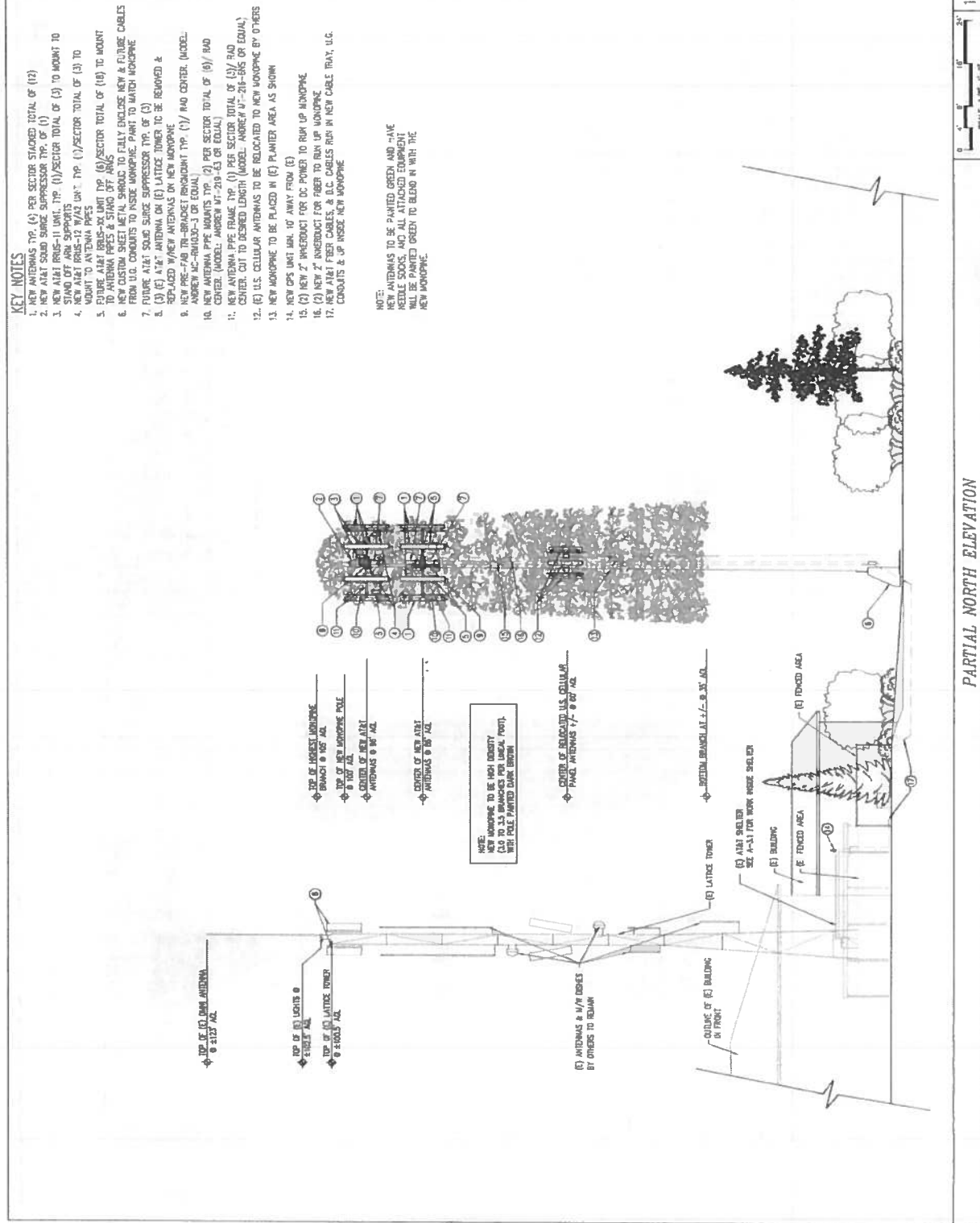
SITE PLAN

HOLDEN STREET

SOUTH DORA STREET

A-1.20

ENLARGED SITE PLAN



PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF PEAK SITE-COM. ANY DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT IS STRICTLY PROHIBITED

at&t

2700 WATT AVE
SACRAMENTO, CA 95821

PROJECT INFORMATION:

UKIAH DOWNTOWN

300 SEASIDE AVE
UKIAH, CA 94902

REV DATE DESCRIPTION

1	8-23-13	ISSUE 2008-CDS
2	4-7-14	ISSUE 2008-CDS
3	5-8-14	ISSUE 2008-CDS
4	5-20-14	REV 10008 2008-CDS
5	5-22-14	REV 10008 2008-CDS
6	8-13-14	REV 10008 2008-CDS
7	7-3-14	REV 10008 2008-CDS
8	7-18-14	REV 10008 2008-CDS
9	11-14-14	REV 10008 2008-CDS

COORDINATING ENGINEER:

Peak Site-Com

12852 Emphart Ave, Suite 101
Auburn, California 95602
Phone (530) 885-8160
E-Mail info@peaksitecom.com

SEAL

REGISTERED PROFESSIONAL ENGINEER
IN THE STATE OF CALIFORNIA
No. 62847
Exp. 12/31/15

SHEET TITLE

CC-000013

VERT

SCALE

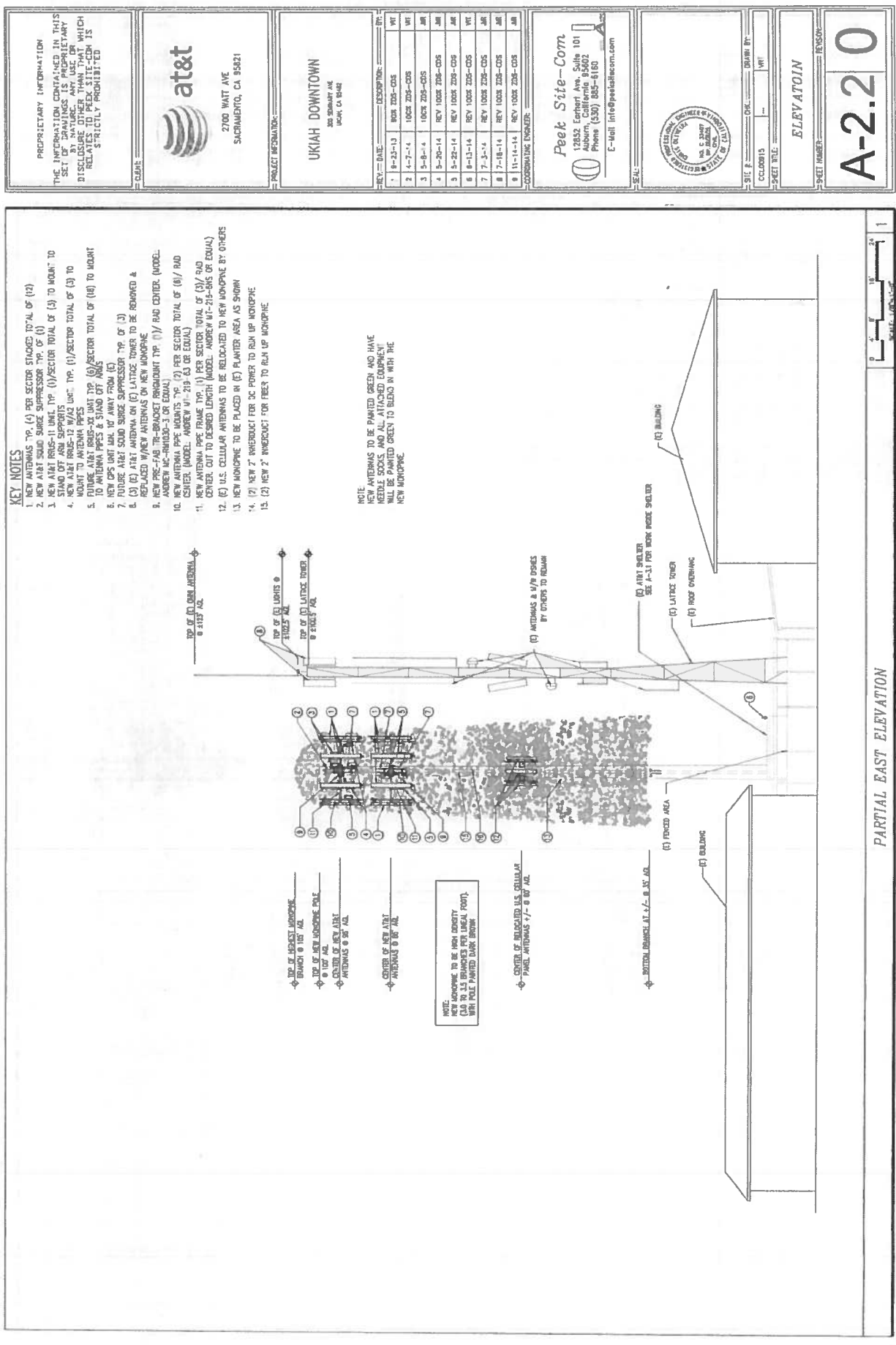
1" = 10'

ELEVATION

REVISION

A-2 0

A-2.10



KEY NOTES

1. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
2. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
3. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
4. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
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13. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
14. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)
15. NEW ANTENNAS TYP. (4) PER SECTOR STACKED TOTAL OF (12)

NOTE:
NEW ANTENNAS TO BE PAINTED GREEN AND HAVE
NEEDLE SOCKS AND ALL ATTACHED EQUIPMENT
TO BE PAINTED GREEN TO BLEND IN WITH THE
NEW MONOPHIE

NOTE:
NEW MONOPHIE TO BE HIGH DENSITY
(30 TO 35 BRANCHES PER LEGAL FOOT).
WITH POLE PAINTED DARK GREEN

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF PEAK SITE-COM, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PEAK SITE-COM, INC.

2700 WATT AVE
SACRAMENTO, CA 95821

UKIAH DOWNTOWN
300 S. MARKET AVE
UKIAH, CA 95422

REV.	DATE	DESCRIPTION
1	8-23-13	W01 2205-CDS
2	4-7-14	1002 2205-CDS
3	5-8-14	1002 2205-CDS
4	5-20-14	REV 1002 2205-CDS
5	5-22-14	REV 1002 2205-CDS
6	6-13-14	REV 1002 2205-CDS
7	7-3-14	REV 1002 2205-CDS
8	7-18-14	REV 1002 2205-CDS
9	11-14-14	REV 1002 2205-CDS

COORDINATING ENGINEER

Peak Site-Com
12852 E. 1st Ave., Suite 101
Auburn, California 95602
Phone (530) 885-8160
E-Mail info@peaksitecom.com

SHEET NO. 1
SHEET TOTAL 1
DRAWN BY: VRT
CHECKED BY: VRT

ELEVATION
PENSON

A-2.20

PARTIAL EAST ELEVATION

SCALE: 1/8" = 1'-0"

1

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



2700 WATT AVE
SACRAMENTO, CA 95821

UKIAH DOWNTOWN

200 SEMINOLE AVE
LITCHFIELD, CA 95642

REV.	DATE	DESCRIPTION	BY
1	8-23-12	90% ZDS-CDS	WT
2	4-7-14	100% ZDS-CDS	WT
3	5-8-14	100% ZDS-CDS	WT
4	5-20-16	REV 100% ZDS-CDS	JAR
5	5-22-14	REV 100% ZDS-CDS	JAR
6	8-13-14	REV 100% ZDS-CDS	WT
7	7-3-14	REV 100% ZDS-CDS	JAR
8	7-18-14	REV 100% ZDS-CDS	JAR
9	11-14-14	REV 100% ZDS-CDS	JAR

Peek Site-Com

12852 Earhart Ave. Suite 101
Auburn, California 95602
Phone (530) 885-6160
E-Mail info@peakslite.com



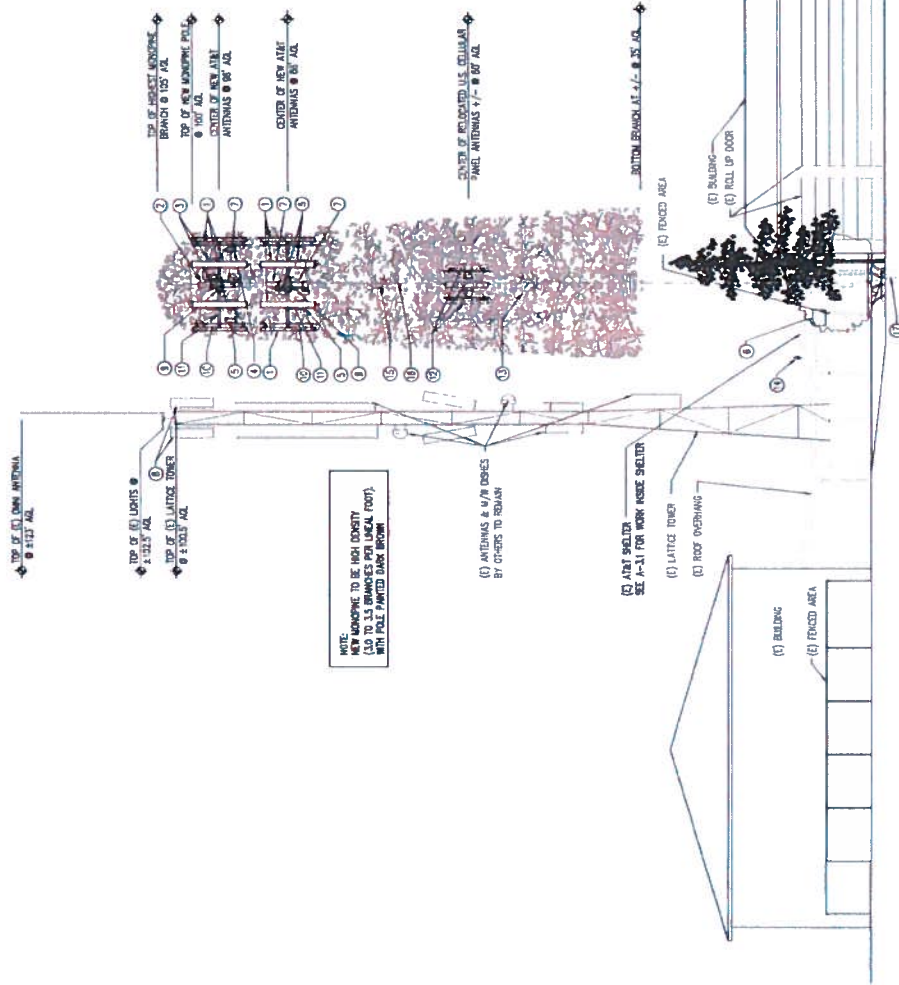
SHEET NO. 001 DRAWN BY: VPT

ELEVATOIN

A-2.30

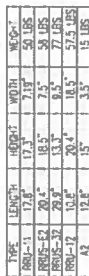
[illegible]

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



PARTIAL WEST ELEVATION

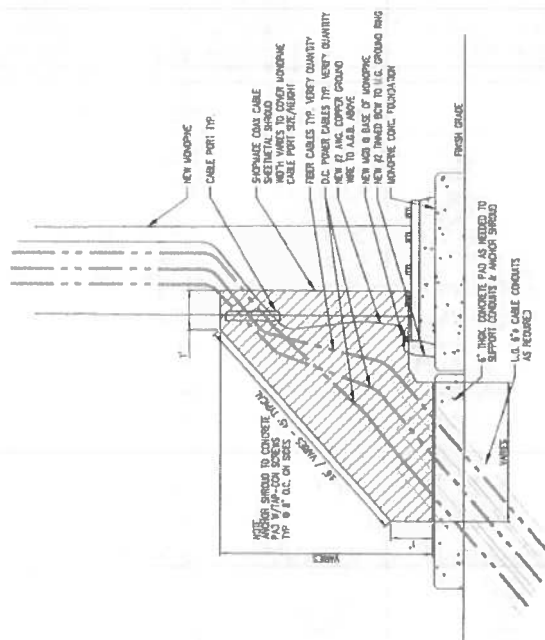
SITE #	CHL	DRINK DT.
COLONIS		VAR?
SPEC. FILE		
SITE PLAN		
SPEC. NUMBER		REVISION
A-3		0



SQUID SURGE SUPPRESSOR DETAIL

[illegible]

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



PROPOSED CONDUIT STUB UP @ CUSTOM SHT. MTL. CABLE SHROUD DETAIL	SCALE: N.T.S.	2
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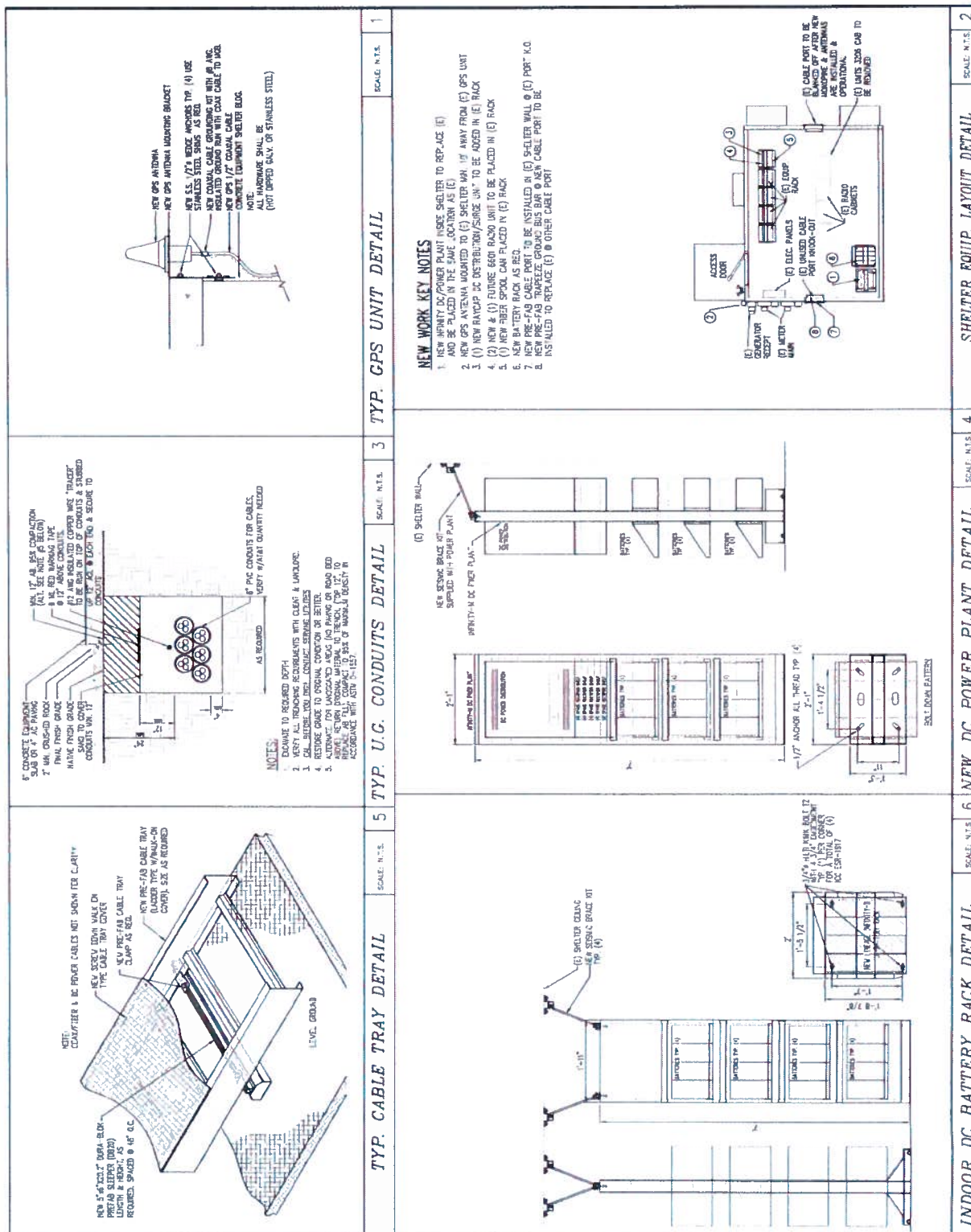


EXHIBIT 5

MEMORANDUM OF LICENSE

[Memorandum of License Appears on Following Pages]



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

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

ATTACHMENTS:

1. Notice of Completion-Spec17-12

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

Background: The City Council awarded a contract on August 7, 2019, to Rege Construction, Inc. of Cloverdale, CA in the amount of \$1,393,523, inclusive of quantities to be billed at actual amounts. The project involved the extension of the existing rail trail across Clara Street north to Brush Street including a bridge crossing at Orrs Creek. Staff obtained a California Natural Resources Agency grant in the amount of \$1,780,307 through the Urban Greening Program for the design and construction of this project.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specification on January 15, 2020. The City Engineer approved change orders totaling \$29,527.28 to address drainage issues as well as repair a portion of Rail Trail at the Clay Street trailhead. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$1,407,716.28. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 1) is filed with the County Recorder.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 51124210.80230.18070: \$1,407,716.28

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Rail Trail Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920109

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

Approved: 
Sage Sangiacomo, City Manager

Please return to:

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

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

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

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving Records Destruction.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Item

ATTACHMENTS:

1. Resolution with Exhibit A

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

Background: The Finance department, along with the City Attorney, and City Clerk have reviewed the Records Destruction Notices for 44 boxes and have approved them for shredding. The removal of these boxes for destruction will create much needed space for new record retention boxes currently awaiting storage locations.

Discussion: The estimated cost for shredding the 44 boxes is \$308. The City Clerk budget includes funds for annual records destruction and no budget amendment is necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 44 boxes of outdated documents, listed in full and attached as Exhibit A to the resolution.

Recommended Action: Adopt resolution authorizing the destruction of 44 boxes of outdated documents.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$20,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10012500.52100; City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

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

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

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

PASSED AND ADOPTED this 19th day of February, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

LOCATION	BOX #	Date Rec'd	Central File	Record Title	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT
Destroy Directly	00319	1/13/2020	719.04	Applications	01/01/11-12/31/11	2015	Lori Martin	Finance
Destroy Directly	00320	1/13/2020	719.04	Applications	01/01/85-12/31/11	2015	Lori Martin	Finance
Destroy Directly	00321	1/13/2020	719.04	Applications	01/01/90-12/31/97	2001	Lori Martin	Finance
Destroy Directly	00322	1/13/2020	719.04	Applications	01/01/12-12/31/15	2019	Lori Martin	Finance
Destroy Directly	00328	1/13/2020	719.06	Billing Records	01/01/12-12/31/13	2016	Lori Martin	Finance
Destroy Directly	00332	1/13/2020	719.08	Cashier Daily Work	03/22/11-05/13/11	2017	Lori Martin	Finance
Destroy Directly	00333	1/13/2020	719.08	Cashier Daily Work	05/16/11-06/30/11	2017	Lori Martin	Finance
Destroy Directly	00334	1/13/2020	719.08	Cashier Daily Work	07/01/11-08/09/11	2017	Lori Martin	Finance
Destroy Directly	00335	1/13/2020	719.08	Cashier Daily Work	08/10/11-09/27/11	2017	Lori Martin	Finance
Destroy Directly	00336	1/13/2020	719.08	Cashier Daily Work	09/28/11-11/30/11	2017	Lori Martin	Finance
Destroy Directly	00337	1/13/2020	719.08	Cashier Daily Work	12/01/11-01/26/12	2018	Lori Martin	Finance
Destroy Directly	00338	1/13/2020	719.08	Cashier Daily Work	01/30/12-03/21/12	2018	Lori Martin	Finance
Destroy Directly	00339	1/13/2020	719.08	Cashier Daily Work	03/22/12-05/15/12	2018	Lori Martin	Finance
Destroy Directly	00340	1/13/2020	719.08	Cashier Daily Work	05/16/12-06/29/12	2018	Lori Martin	Finance
Destroy Directly	00341	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	06/24/11-08/02/11	2017	Lori Martin	Finance
Destroy Directly	00342	1/13/2020	719.08	Cashier Daily Work	02/02/11-03/21/11	2018	Lori Martin	Finance
Destroy Directly	00343	1/13/2020	719.08	Cashier Daily Work	12/10/11-02/01/11	2017	Lori Martin	Finance
Destroy Directly	00344	1/13/2020	719.08	Cashier Daily Work	10/15/10-12/09/10	2016	Lori Martin	Finance
Destroy Directly	00345	1/13/2020	719.08	Cashier Daily Work	08/23/10-10/14/10	2016	Lori Martin	Finance
Destroy Directly	00346	1/13/2020	719.08	Cashier Daily Work	07/01/10-08/20/10	2016	Lori Martin	Finance
Destroy Directly	00365	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	06/24/11-08/02/11	2017	Lori Martin	Finance
Destroy Directly	00366	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	08/03/11-09/08/11	2017	Lori Martin	Finance
Destroy Directly	00367	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	09/12/11-10/18/11	2017	Lori Martin	Finance
Destroy Directly	00368	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	10/19/11-11/28/11	2017	Lori Martin	Finance
Destroy Directly	00369	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	11/29/11-01/09/12	2018	Lori Martin	Finance
Destroy Directly	00370	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	01/10/12-02/22/12	2018	Lori Martin	Finance
Destroy Directly	00371	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	02/23/12-04/04/12	2018	Lori Martin	Finance
Destroy Directly	00372	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	04/05/12-05/17/12	2018	Lori Martin	Finance
Destroy Directly	00373	1/13/2020	719.14	Utility Receipt Stubs/Payment Coupons	05/21/12-06/29/12	2018	Lori Martin	Finance
Destroy Directly	00382	1/13/2020	704.07	Cash Receipts Edit List	10/01/15-03/30/16	2019	Kathy Norris	Finance
Destroy Directly	00385	1/13/2020	704.07	Cash Receipts Edit List	04/01/16-08/30/16	2019	Kathy Norris	Finance
Destroy Directly	00387	1/13/2020	704.07	Cash Receipts Edit List	09/01/16-04/30/17	2020	Kathy Norris	Finance
Destroy Directly	00388	1/13/2020	704.07	Cash Receipts Edit List	03/01/15-09/30/15	2018	Kathy Norris	Finance
Destroy Directly	00390	1/13/2020	704.07	Cash Receipts Edit List	07/01/14-02/28/15	2018	Kathy Norris	Finance
Destroy Directly	00391	1/13/2020	704.07	Cash Receipts Edit List	05/01/17-11/30/17	2020	Kathy Norris	Finance
Destroy Directly	00405	1/13/2020	704.14	Misc. Billings	11/1/16-04/30/17	2020	Kathy Norris	Finance
Destroy Directly	00406	1/13/2020	704.14	Misc. Billings	05/01/17-06/30/17	2020	Kathy Norris	Finance
Destroy Directly	00408	1/13/2020	704.14	Misc. Billings	01/01/12-12/31/15	2018	Kathy Norris	Finance
Destroy Directly	00409	1/13/2020	704.14	Misc. Billings	07/01/15-10/30/16	2019	Kathy Norris	Finance
Destroy Directly	00410	1/13/2020	704.14	Misc. Billings	07/01/15-06/30/16	2019	Kathy Norris	Finance
Destroy Directly	00411	1/13/2020	704.14	Misc. Billings	11/01/12-06/30/13	2016	Kathy Norris	Finance
Destroy Directly	00413	1/13/2020	704.14	Misc. Billings	07/01/14-04/30/15	2018	Kathy Norris	Finance
Destroy Directly	00415	1/13/2020	704.14	Misc. Billings	09/01/13-06/12/15	2018	Kathy Norris	Finance
Destroy Directly	00309	1/13/2020	716.01	Bids, RFQ's, RFP's - Successful	01/01/02-12/30/10	2016	Seth Strader	Finance



AGENDA SUMMARY REPORT

SUBJECT: Award a Three-Year Agreement for Electric Utility Line Tree Trimming throughout the City of Ukiah's Electric Utility System to Family Tree Resource, Inc. (EUD)

DEPARTMENT: Electric Utility **PREPARED BY:** Diann Lucchetti, Administrative Secretary
PRESENTER: Consent Item

ATTACHMENTS:

1. Tree Trimming RFB
2. Wright Tree Bid
3. Family Tree Bid
4. Bid Results 2019-2020 Tree Trimming

Summary: Council will consider approving a three-year agreement for electric line tree trimming throughout the City of Ukiah's Electric Utility system to Family Tree Resource, Inc.

Background: A Request for Bid (Attachment 1) was released on December 19, 2019, for Electric Line Tree Trimming and clearing of City of Ukiah's overhead power lines. This work is required by the California Public Utilities Commission's General Order No.95 Rule 35 to trim trees within close proximity of high voltage lines and to provide fire mitigation in accordance with City's Electric Wildfire Mitigation plan. Eighty-five to ninety percent (85% - 90%) of winter outages are in some way related to trees.

Ten tree trimming contractors, including those on the City's Qualified Contractors List, were notified and the request was posted to the City's Website. Eighteen of the Northern California Builders Exchanges were also notified of the bid request.

Discussion: Bids were opened on January 23, 2020, with two (2) bidders responding. Wright Tree Service of the West, Inc. (Attachment 2) made alterations to the bid documents, limiting the scope of work they would provide in comparison to what the bid spec was calling for, thus causing it to be non-responsive. In addition, they failed to submit the CPR cards for assigned employees. Family Tree Resources, Inc. (Attachment 3) also omitted the CPR cards for their assigned employees. Since this omission did not give Family Tree Resources an unfair bidding advantage, it can be waived as a bid irregularity. A copy of the Bid Tabulation (Attachment 4) for Council's review is attached to this document.

It is Staff's recommendation that Council waive the bid irregularity and award a three-year contract to Family Tree Resource, Inc. The dollar amount for each year of the contract will depend on the level of tree trimming requested, and is controlled by each year's approved budget amount for this work. The budget amount for the first year (2019-2020) is \$200,000. Family Tree Resource, Inc. bid an hourly rate, per man hour, of \$107.55 which includes all labor and equipment.

Recommended Action: Waive the bid irregularity and award a three-year agreement for electric line tree trimming throughout the City of Ukiah's Electric Utility system to Family Tree Resource, Inc.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: \$208,617

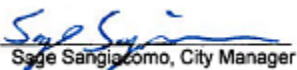
PROPOSED BUDGET AMOUNT: \$200,000

FINANCING SOURCE: 80026110.52100

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager, Mary Williamson, Buyer

Approved:


Sage Sangiacomo, City Manager

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**REQUEST FOR BID
FOR
ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS
SPECIFICATION NO. 19-04**

**CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
1320 AIRPORT ROAD
Ukiah, California 95482**

**Bids Open: January 23, 2020
 1:30 p.m.**

CITY OF UKIAH - NOTICE TO BIDDERS

FOR ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

NOTICE IS HEREBY GIVEN that sealed bids for Tree Trimming at various locations for the City of Ukiah will be received at the office of Mary Williamson, Buyer II, whose office is located at 1320 Airport Rd., Ukiah CA 95482 until 1:30 p.m. on January 23, 2020. Bids shall be endorsed "TREE TRIMMING AT VARIOUS LOCATIONS FOR THE CITY OF UKIAH." Bids are required for the entire work described herein. Bids received after this established deadline will be rejected.

DESCRIPTION OF THE WORK

The work consists of tree trimming within close proximity of high voltage lines at various locations within the City.

Specifications may be inspected and/or copies obtained at the Electric Department, 1320 Airport Road, Ukiah, California, 95482 and are also available at www.cityofukiah.com/purchasing. Click on "Current Construction Requests for Bids", then the name of the project. No bid will be considered unless it is made on the forms furnished by the City of Ukiah and is made in accordance with provisions of the specifications.

The City Council reserves the right to reject any or all bids, and to determine which bid in its opinion, is the lowest responsive bid, and that which it deems is in the best interest of the City to accept. The City Council also reserves the right to waive any information not material to cost or performance in any proposal or bid.

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, 2014) 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.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturday, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done 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 valid State of California Class C-27 (Landscaping License) or a Class C-61 Limited Specialty D-49 (Tree Service) Contractor License necessary to complete all of the items of work listed herein Pursuant to Section 22300 of the California Public Contracts Code, 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 Contractor to insure performance under this contract.

Contractor shall complete the Contract Qualification Statement, including a resume of the Supervisor, Foreman, and Trimmers to be used by Contractor, and supply copies of all certificates held by the Contractor's employees, such as CPR and tree trimming certificates, including Certification of Equipment for operation near high voltage power lines. Failure to complete the forms will cause rejection of bid.

BIDDERS CHECKLIST

1. Complete and execute Contractor Qualification Statement (page 5, 6 & 7) and attach copies of all certification and CPR Cards for employees, and Equipment Certificates.
2. Complete and execute Bidding Schedule which includes Proposal, Contractor License, Public Works Registration Number, and Federal Tax ID number. (Page 22 & 23)
3. Complete and execute Worker's Compensation Certificate (Page 24).
4. Complete and execute the List of Proposed Subcontractors (Page 25)
4. Complete the Agreement (page 26) and execute Agreement (page 28). Failure to execute the Agreement will be deemed a non-responsive proposal.
5. Complete and execute Indemnity Agreement (Page 29).

CONTRACTOR QUALIFICATION STATEMENT

Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 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.

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

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.

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment, personnel and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in the proposal evaluation.

1. Name and address of principal business office from which contract will be administered:

Telephone: _____

2. The Contractor must have been engaged in energized electric power line clearance contract business, under the present business name, for a minimum of three (3) consecutive years.
3. The Contractor has never failed to satisfactorily perform a Contract awarded to him except as follows:

4. The Contractor must have satisfactorily completed or currently be engaged in two (2) tree line clearance contracts within the last five (5) years.

a. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

b. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

c. Location and for whom performed: _____

Year: _____ Telephone: _____

Contact Person: _____

Total number of trees pruned: _____

Contract amount: _____

5. Contractor must list equipment owned, and which is definitely available for use on proposed work as required.

QUANTITY	NAME, TYPE, MODEL, YEAR	CONDITION	LOCATION

(USE EXTRA SHEETS IF NECESSARY.)

- a. Supply copies of certificates for Supervisors, Foreman and Trimmers.
- b. Boom Certificates and Dialectic Test.

SPECIFICATIONS FOR ELECTRIC UTILITY LINE TREE TRIMMING

SECTION 1. GENERAL INFORMATION

- 1-01. Location and Scope of Work. Trim trees at various locations within the City of Ukiah at the direction of the Electric Department.

The work consists of tree trimming in the close vicinity of the electric power lines, streets, parks and miscellaneous City facilities.

- 1-02. Arrangement of Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

<u>Section No.</u>	<u>Title</u>
1	General Information
2	Project Details/Scope of Work
3	General Notes

- 1-03. Addenda. If it becomes necessary to revise any part of this RFB after it has been issued, the City will issue an addendum to the RFB containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFB documents. Anyone who intends to submit a proposal in response to the RFB must register as a plan holder on the City's website and check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

- 1-04. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the works.

- 1-05. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him of responsibility for compliance with Section 5650 and 12015 of the Fish and Game code or other applicable statutes relating to pollution prevention or abatement.

- 1-06. California Department of Industrial Relations Prevailing Wage Requirements:

A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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).
- G. 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.

- 1-07. License. The Contractor for the work herein shall have proper equipment and possess the necessary skills to complete the work herein. A City Business License is required to contract the work, and Contractor is responsible for obtaining all necessary licenses or permits.
- 1-08. 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.
- 1-09. 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.
- A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

 - 1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 00 01, or equivalent.
 - 2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025, or equivalent.
 - 3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.
 - B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

3. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-insured Retentions

Contractor shall be solely liable for any deductible or self-insured retention under the insurance. Any deductibles or self-insured retentions shall be solely for the account of the Contractor and not require payment of such by the City.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds for both ongoing and completed operations with respect to liability arising out of activities performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, hired or borrowed by or on behalf of the Contractor using ISO endorsements CG 20 10 and CG 20 37 and CA 20 48 or similar endorsements to provide both ongoing and completed operations coverage. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate City's policy.

b. 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.

Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the City, its officers, officials, employees or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this clause. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements 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 and are approved by the City. 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.

G. 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.

SECTION 2. PROJECT DETAILS/SCOPE OF WORK

2-01. Electric Department Line Clearance – Definitions:

ANSI: The American National Standards Institute.

ASTM: American Society for Testing and Materials, latest edition.

Cal/OSHA: Division of California Occupational Safety and Health Administration in the California Department of Industrial Relations

Chipper: A Cal/OSHA approved brush chipping device whose model has been manufactured and on the market for at least one model year.

City: City of Ukiah.

CUEUD: City of Ukiah Electric Utility Department

PM: Project Manager for the City of Ukiah Electric Utility Department

CMUTCD: California Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Combination Aerial Lift/Dump Truck with Insulated Boom and Platform: A Vehicle equipped with a minimum 52 foot working height insulated aerial platform in compliance with ANSI standards A92.2 and having a minimum 5 cubic yard chip/dump box.

GO 95: General Orders number 95, Public Utilities Commission of the State of California, rules for overhead line construction.

Interpretations: The stated interpretations for the following words shall apply throughout this document:

May:	Permissive choice
Must:	Mandatory
Shall:	Mandatory
Should:	Advisor
Will:	Mandatory, but allowing the responsible employee or party some discretion as to when, where and how.

Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete, in a good and workmanlike manner, the project as described in Scope of Work, in accordance with this Agreement and all

applicable laws.

2-02. Scope of Work: Work to be done consists of furnishing all labor, methods, materials, tools, permits, licensing, certification and equipment that are necessary to accomplish Electric Department Line Clearance pruning on the City of Ukiah's electrical distribution system. This work is to be conducted in accordance with accepted industry practices, the scope of which includes, but is not limited to, the following: hazardous tree pruning, overhead electrical line clearance tree pruning, tree removal and associated work to include brush and log removal. Stump removal is not part of the work.

2-03. Work Done by the City for the Contractor: The City and its Electric Department will not perform any work for the Contractor except in an emergency situation or as determined necessary by the PM to adequately protect the City's electrical or other facilities.

2-04. Workmanship: The Contractor shall keep its organization fully informed of all state and federal laws and all municipal codes enforced by the City which relate to the work herein.

The Contractor shall perform the work described herein as an integral part of a continuing City service to which its citizens are accustomed. All public contact shall be courteous and informational only. Discourtesy will not be tolerated.

The Contractor shall only employ competent crafts persons/skilled workers to perform the work. If any person employed by the Contractor fails or refuses to carry out directives of the PM, appears incompetent, or acts in a disorderly or improper manner, he or she shall be immediately removed at the request of the PM.

2-05. Crew: The crew needed to effectuate the work herein is to consist of a three (3) person crew made up of two (2) tree pruners and a crew leader. The crew leader may be one of the pruners and if so, a helper will be required to complete the crew. Changes to the crew size and make up may be required for specific work tasks but shall be preapproved by the PM and mutually agreed upon by both parties.

Personnel employed and considered qualified for line clearance tree pruning by the Contractor shall meet and abide by all applicable O.S.H.A. 29 C.F.R. 1910.269, A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and California Code of Regulation Title 8 Article 38 §2950 §2951 standards and requirements.

Proof of such qualification shall be in the form of individual identification cards reflecting current status as line clearance tree pruners for each qualified employee and documentation of the Contractors training program that shall include, but not limited to, the following items:

- ☐ First Aid and Cardio Pulmonary Resuscitation
- ☐ Aerial Device Rescue
- ☐ Utility Hardware Identification
- ☐ Training meeting all applicable standards and requirements of O.S.H.A. 29 C.F.R. 1910.269,

A.N.S.I. Standard Z133.1 (Arboricultural Operations Safety Requirements), and California Code of Regulation Title 8 Article 38 §2950 §2951.

All qualified employees utilized by the contractor for line clearance tree pruning must also provide proof of having performed such duties a minimum of eighteen (18) months under the supervision of a qualified line clearance tree pruner.

2-06. Notification for Emergency Service Provider: The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher and PM, and updated as required to provide 24-hour phone access.

2-07. Hours of Work. Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the written approval of the PM. A request for PM approval from the Contractor must be in writing. The Contractor shall pay the City of Ukiah for all overtime labor charges incurred by the City to supervise overtime work by the Contractor's employees at the rate of \$80 per hour per inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the PM.

2-08. Communications: The Contractor shall provide its crews with acceptable communications devices for its own safe operations but must also include person-to-person communications devices, such as cellular telephones, capable of contacting the PM for the purpose of reporting concerns or emergencies. Contractor crew leaders and the Contractor's field supervisor must also have such means of communications for contact purposes. The City may supply radios for to the Contractor for direct contact with the PM during emergencies.

2-09. Tools: Equipment is to consist of but not limited to, a combination aerial lift dump truck with insulated boom, chipper, and all related operating and maintenance expenses. Each line clearance tree pruning crew shall have, in addition to an aerial lift dump truck and chipper, all the necessary chain saws, manual and/or hydraulic pruning devices, small tools, climbing lines, rigging, ropes, etcetera in order to efficiently and safely perform routine pruning and removal of trees associated with line clearance tree pruning.

The City will not loan or provide the Contractor with tools. The PM may suspend the work where it is observed that the proper tools and equipment are not being used or are being misused.

2-10. Work Center: The Contractor shall establish a work center in a centralized location of the work area as a base for daily operations within ten (10) miles of the City of Ukiah Corporation Yard located at 1320 Airport Road, Ukiah, CA 95482.

2-11. Notification of Property Owners: Property owners shall be notified a minimum of twenty-four hours prior to any scheduled line clearance tree pruning on private property by the Contractor. If the Contractor cannot obtain private property owner permission to perform the necessary work, the PM will assist in notifying the property owner of the City's minimum proximity clearance requirements to primary (12,000 Volt) overhead lines. If a property owner or resident objects to line clearance tree pruning for any necessary tree work, the Contractor may be required to delay that work until the objection is resolved. If the objection to work occurs while the work is in progress, the Contractor shall stop work immediately and notify the PM. Work shall not resume at the location of an objection until authorized by the PM.

2-12. Control of Arboreal Material and Clean Up: Wood shall be cut into lengths for safe lifting purposes and easily manageable by one person. Residents on whose property a tree or trees have been cut shall have first choice over any wood collected from such trees. The Contractor's work shall be performed in an environmentally responsible manner with regards to any and all material generated by the work. Upon completion of work, the area shall be cleaned to a condition at least equal to that which existed prior to the commencement of the work. Undergrowth and adjacent shrubbery or trees sustaining damage or injury due to the work shall receive corrective action. Final cleanup of the work area shall be satisfactory to the PM and the affected property owners. Special care shall be taken to ensure that pruned material not remain aloft, either hanging on branches or facilities.

Before final inspection of the work, the Contractor must clean the construction site and all ground occupied by him in connection with the work, of all rubbish and equipment. All parts of the work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the PM.

2-13. Reporting Requirements: The Contractor shall be required to furnish the PM with a written record of work locations, completed work and time spent at each location.

Documentation shall consist of the following:

- A Crew Log (Contractor produced document) given to the PM at the beginning of the workweek that states, at a minimum, the date(s) the Contractor's crew will be working on the Project, prospective pruning locations for that workweek and contact names/phone numbers for the crew performing the work.
- A completed City of Ukiah Electric Department (CUEUD) Time Card for Contract Work for each tree location (available as an attachment to these special provisions). This CUEUD Time Card for Contract Work shall be filled out no later than the completion of each location, or at the end of the workday, whichever comes first. All time cards shall be turned in no later than Wednesday of the following workweek.

- A CUEUD Time Card for Contract Work may be substituted with a copy of the Contractor's own daily/weekly report/field log/tag only if said document reflects the minimum required fields set forth by the CUEUD Time Card for Contract Work. The Engineer will determine the acceptance of any time card other than the CUEUD Time Card for Contract Work for records keeping.

A copy of the CUEUD. Time Card for Contract Work is made available as Exhibit C.

2-14. Priority of Line Clearance Pruning: The Contractor shall give first priority to trees in contact or in close proximity to primary (12,000 Volt) overhead lines when scheduling work throughout the contract period. The City will provide a list of locations where trees are in contact or in close proximity to overhead lines whenever the City is aware of such conditions. All line clearance tree pruning locations must be processed in the order they are scheduled and any deviations must be communicated to the PM.

The Contractor shall not begin a workweek on City property without first contacting the PM, furnishing a Crew Log and taking special assignments/locations from the PM if available.

2-15. Pruning Methods and Types of Pruning: All work is subject to the "City of Ukiah Tree Management Guidelines", provided as Exhibit D. Natural target pruning techniques recommended by the International Society of Arboriculture (ISA) and ANSI Standards A300 shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree while achieving the required clearance objectives. Wherever possible, natural target pruning cuts shall be made to direct future growth and sprouting away from the conductors.

Trees directly under conductors shall be pruned and shaped into a symmetrical appearance. Where line clearance tree pruning adversely alters the shape of a tree, additional pruning shall be done to give such trees a satisfactory shape and appearance.

Dead branches overhanging primary and/or secondary conductors shall be removed. Portions of dead or decaying trees or portions of trees weakened by decay or disease that may contact conductors from the side or by falling, must be pruned to eliminate the hazard. Extreme care should be taken while working around energized conductors.

The Contractor's field supervisor or crew leader shall analyze and bring to the attention of the PM any dangerous conditions or potential safety hazards.

The LTP Landmark Tree Program (Exhibit E) has been included for identifying and special handling requirements of trees in the LTP program.

2-16. Table of Required Minimum Clearances: The following table reflects the minimum clearances required from trees to conductors:

Type of conductor	Voltage	Distance from Tree to Conductor
Supply Service Drops*	0 to 750*	0 feet, pole to customer weather head*
Secondary Supply Conductors	0 to 750	2 feet, pole to pole including street lights but excluding customer owned poles
Primary Supply Conductors	750 to 22,500	6 feet
* Provide minimum pruning where service conductors show strain or evidence of abrasion from tree contact. In instances where large branches or tree trunks are involved, Contractor shall notify the PM for corrective Action. <i>All City Electric infrastructure falls within the Local Response Area (First Responders)</i>		

As described in the Table of Required Minimum Clearances, privately owned trees affecting service drops will be pruned only if found to be causing strain or abrasion to the service from contact during the contractor's patrolling of facilities, normal execution of the Work or after having been discovered through the City's inspection process. Unless the specific conditions described in the table are met, such trees are to be monitored and maintained by the property owner who shall notify the City of any perceived dangerous or hazardous conditions.

The amount of removal and number of pruning cuts shall be determined on a tree-by-tree basis and calculated considering the species, unique characteristics and growth patterns of each particular tree. External conditions such as wind, rain and heavy storms, conductor sag due to temperature changes etc. that may cause a portion of a tree being pruned to contact energized conductors shall also be calculated into the amount of pruning cuts to be made. *It shall be a general assumption that one extra foot (1') of conductor sag for 12KV conductors may occur due to temperature changes. This extra distance shall be used in calculating amounts of pruning.*

The end result achieved shall ideally be that of maintaining the minimum clearances described in the Table throughout a tree's growth cycle until the next scheduled pruning. Where conditions exist that prohibit the Contractor from obtaining the minimum clearances (i.e., to comply with state and local ordinances, for heritage trees, for major trunks or leads), clearances may be reduced where agreed to by the PM. The PM may wish to consult with the City Arborist any time.

Where conditions exist such as state or local ordinances, designated heritage trees, major trunks/leads etcetera, that prohibit the Contractor from obtaining the above stated clearances,

clearances may be reduced, where agreed to by the PM, to comply with such special circumstances.

At no time, however, shall any clearances reduced from the Table be less than inferior to those mandated by the California Public Utilities Commission (CPUC.) and or the General Orders relating to minimum clearances for overhead supply lines (G.O. 95).

2-17. De-Energizing Conductors: Whenever it is determined that an electrical hazard exists in a tree that has to be climbed for line clearance tree pruning, removal or the performance of any work described herein and such hazard cannot be cleared from the ground by using non-conductive pruning or sawing instruments, the Contractor or Contractor's crew leader must make a formal request to the PM to have the section of line in question de-energized and properly grounded for the length of time necessary to clear the hazard.

If the electrical hazard is an emergency with the potential for personal injury, property damage or conductor/facility damage, the line in question will be immediately de-energized as soon as possible. If this is not the case, the City requires a minimum of seventy-two (72) hours of notification for any planned outage.

2-18. Construction Limitations: The Contractor will be expected to conduct his or her operations in a manner; which creates a minimum damage to the natural vegetation and landscape not directly involved in the scope of work. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include, but are not limited to, dust control, site clean-up, material control and temporary fencing as required. Any excavations made under this agreement must be backfilled before the end of the workday.

2-19. Maintaining Traffic and Pedestrian Operations: The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the California MUTCD. All traffic must be permitted to pass through the Work unless otherwise approved by the PM.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid on the various Contract items of Work and no additional allowances will be made therefore.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Department of Public Works, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the PM. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

2-20. Accessibility: Residents affected by tree trimming work must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one street intersection or road, including single lane closures may be closed at any one time without the written approval of the PM and Department of Public Works.

The Contractor must provide a 48-hour advance written notice of closures to all affected property owners in a form approved by the PM. (form attached).

Gutters and drainage channels must be kept clear and unobstructed at all times. All equipment shall be utilized in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in writing by the PM and the Department of Public Works, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 4.

The Contractor will be responsible for keeping all emergency services, including the Ukiah police and fire departments and Department of Public Works informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations. Where there is a need to close down public streets or thoroughfares for an extended period of time, the Contractor will notify the PM and the Department of Public Works 48 hours in advance. The PM and Department of Public Works Project Analyst can be reached at:

Activity	Written Approval	Notify	E-mail address	Contact Phone #
Road Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com jthiele@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6755 (707) 467-5778
Lane Closure*	Public Works Project Manager	Public Safety Public Works Project Manager	dispatchers@cityofukiah.com jthiele@cityofukiah.com tsanto@cityofukiah.com	(707) 463-6262 (707) 463-6755 (707) 467-5778
Driveway or Property Access Restriction		Project Manager	tsanto@cityofukiah.com	(707) 467-5778

* Requires 48 hr. advanced notification

2-21. Public Safety: The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No pedestrian or vehicle passage may be closed to the public without first obtaining permission of the PM. Should the Contractor fail to provide public safety as specified or if, in the opinion of the PM, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to relieve the Contractor of the obligation to maintain a safe worksite. This section provides the City and the PM with the right, but not the obligation, to remedy the Contractor's deficiencies in maintaining a safe worksite.

2-22. Payment: Payment for all work and work requirements specified in this Scope of Work shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

SECTION 3. GENERAL NOTES

3-01. Bids: Bids are to be an hourly rate per crew member, with a minimum of a three (3) person crew (see 2-05) for all labor and equipment required for tree trimmings.

3-02. Experience: Bidder shall demonstrate experience with similar work. Bid shall include a list of projects completed, similar as to scope and hazards presented as part of the Bidders Qualification Statement.

3-03. Agreement: The resulting agreement will be for a three (3) year term ending June 30, 2021. The agreement's total value will depend on the level of tree trimming requested and each fiscal year's approved budget. The budget for the first year (2018/2019) is \$105,000.

3-04. Location of the Work: The locations and extent of the work shall be as determined by the City.

BIDDING SCHEDULE

DESCRIPTION	UNIT PRICE BID
Tree Trimming, including all labor and equipment, for an hourly rate per crew member (minimum three (3) person crew), for all hours worked on working and non-working days.	\$ _____ (Per Hour)

The undersigned, as bidder, declares that he has examined thoroughly the entire contract documents herein contained, and that this bid 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 proposes and agrees, if this bid is accepted, that he will contract with the City of Ukiah, Mendocino County, California, in the form of a copy of the agreement herein contained to provide all necessary machinery, tools, apparatus, and other means of performance, to furnish all material; to provide all superintendence, overhead expenses, and all labor and expenses of whatever nature necessary for tree trimming at various locations for the City of Ukiah, in conformity with the specifications and other contract provisions herein, or reasonably implied thereby 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 Director of the Electric Department.

We, the undersigned, further agree, if this bid shall be accepted, to furnish the required Proof of Insurance within ten (10) working days after written notice that the bid has been accepted, and if the undersigned shall fail to contract, as aforesaid, it shall be understood that he has abandoned the contract, and that, therefore, this bid shall be null and void.

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 Worker'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 declares they are familiar with these specifications for tree trimming and has carefully read the requirements, checked all of the figures, and accepts full responsibility for any error or omission.

Submitted by, (check one)

☐ Individual Owner ☐ Partnership ☐ Corporation ☐ Other

Legal Name of Contractor: _____

Address of Contractor: _____

Contractor License No.: _____ Expiration Date: _____ Tax ID#: _____

Department of Industrial Relations Public Works Registration #: _____

Phone Number: _____ Fax Number: _____

By: _____ Print or Type Name,
(Title) _____

(Signature)

Date: _____

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 _____, 2019.

Signature of Bidder, with Business Address:

(The bidder shall execute the certification of this page at the time of submitting his bid.)

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

**CITY OF UKIAH
Mendocino County, California**

AGREEMENT

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the City of

Ukiah, Mendocino County, California, hereinafter called the City
and

hereinafter called the Contractor,

1. The Contractor hereby agrees with all the terms and conditions contained in the Agreement, to pay all necessary taxes, insurance and bonds, and to furnish all of the labor, materials, transportation, equipment, services, and incidentals necessary to complete, in a workmanlike manner, the tree trimming at various locations for the City of Ukiah, as per the bid submitted by the Contractor which is herein incorporated by reference.
2. The City hereby agrees to pay and the Contractor agrees to accept \$_____per hour based on a minimum three person crew in consideration of the full and complete performance of the work in accordance with the bid of the Contractor.
 - 2.1 Rate shall be firm for the entire term of contract.
 - 2.2 Based on notice from City of the annual budget for tree trimming services under this Contract, Contractor shall monitor the hours of work performed during the course of each fiscal year and notify the City, when the amount billed or billable under the contract in that fiscal year equals 85% of the amount budgeted for that year. Contractor shall not incur additional costs or perform additional billable hours prior to receiving instructions from the City and shall not be entitled to payment for services in excess of the amount budgeted by the City for contract services in that fiscal year without prior written approval from the City.
 - 2.3 Payments may be withheld on account of (1) defective work not remedied; (2) claims filed by third parties; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) the unpaid balance of the contract sum; (5) damage to that City or another contractor; (6) reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay, or (7) persistent failure to carry out the work in accordance with the Contractor Documents.
 - 2.4 Final payment shall not become due until ten (10) working days after the City accepts the work completed and the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all cost and reasonable attorney fees.
 - 2.5 Acceptance of final payment by the Contractor, shall constitute a release and waiver of any claims for additional compensation by the Contractor, except for claims submitted in writing by the Contractor prior to final payment which remain unsettled at the time of final application for payment.
3. Term of Agreement. Contractor shall commence performance of services as required upon receipt of a Notice to Proceed from the City. This agreement shall be in effect for three (3) years from the date it is fully executed.
4. Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3)

City has abandoned and does not wish to complete the work for which Contractor was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to offset for any direct or consequential damages City may incur as a result of Contractor's breach of contract.

5. Any alteration or deviation from the original plans and/or specifications, whether involving extra cost of materials or labor or not, and any extra work necessitated by unusual conditions will be executed only upon written change order designated by City's agent for same, and will become an extra charge or credit only when approved in writing by all parties hereto or their authorized agents.

- 5.1 If the Contractor is delayed at any time in progress of the work by changes ordered in the work, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which reasonably justifies delay, then the contract time may be extended by a change order for a reasonable time.

6. Before Contractor performs any work or delivers any materials to worksite(s), he shall furnish to the City certificates of insurance covering full liability under Worker's Compensation laws of the State of California, and Comprehensive General Liability Insurance (Broad form/CSL) and fire insurance of \$2,000,000 naming the City as additional insured, and shall be maintained in force until the work is completed. All work covered by this Agreement done at the worksite(s) or in preparing or delivering materials to said worksite(s) shall be at the risk of the Contractor alone. Contractor agrees to indemnify and hold harmless the City against any claims, actions or demands against them, or any of them, against any damages, liabilities or expenses, including attorney fees, the personal injury or death or for loss or damage to property, or any or all of them, arising out of or in any way connected with the performance of the agreement by Contractor.
7. The Contractor shall not, without written consent of the City, assign, transfer nor sublet any portion or part of this work, nor assign any payments to others, but will furnish all labor, materials and equipment necessary for performance of this agreement.
8. Contractor shall at all times indemnify and save City harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job in connection with Contractor's performance hereof, including any costs and expenses for attorney fees and all incidental or consequential damages resulting to City from such claims. Further, in case suit or such claim is brought, Contractor shall defend said suit at his own cost and expense, and will pay and satisfy any such liens or judgment as may be established by decision of a court in said suit and further hold harmless the City from any personal liability thereon.
9. Contractor shall, at his sole cost and expense, and without increase in the compensation to Contractor, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; pay all manufacturers, sales use, processing, Federal and State taxes; insurance and contributions for social security, unemployment and employee benefits required by labor agreements which are incurred by the Contractor whether levied under existing or subsequently enacted laws, rules or regulations. Including but not limited to the following:
 - 9.1 Eight (8) hours per day constitutes a legal day's work for Contractor's or Subcontractor's employee. Employees of Contractor shall be permitted to work in excess of 8 hours per day and 40 hours during any one week upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay a penalty to the City for violations of these Labor Code provisions according to Labor Code Section 1813.
 - 9.2 The Contractor shall pay not less than the general prevailing rate of per diem wages as required by Labor Code Sections 1770, 1771, and 1773.2, and shall pay a penalty to the City in accordance with Section 1775.
 - 9.3 The Contractor shall keep accurate payroll records which are available for inspection in accordance with Labor Code Section 1776.
10. Contractor shall effectively secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until final acceptance by City. Contractor shall be liable for any loss or final

acceptance by City. Contractor shall be liable for any loss or damage to any work in place, or to any person, materials, or equipment of the worksite(s) caused by him, his agents, employees or guests.

11. In the event action is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said suit, in addition to costs and reasonable expenses incurred in the prosecution of said suit.
12. If the Contractor shall neglect to prosecute the work properly, or fail to perform any provisions of this contract, the City may, after three days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
13. Contractor guarantees all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one year following completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.
14. Contractor will conform to applicable California Administrative Code Title 8 and regulations, also ANSI, Z133 for Tree Care Operations.
15. Contractor will keep a tree trimming report and time card of each tree trimmed. See Exhibit C. These reports and time cards will be submitted to the City of Ukiah on a weekly basis. Contractor will submit pay applications on a fifteen (15) working day schedule.
16. That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.
 - a. Notice to Bidders
 - b. Contractor Qualification Statement
 - c. Specifications
 - d. Bidding Schedule
 - e. Worker's Compensation Certificate
 - f. List of Proposed Subcontractors
 - g. Exhibit A (Indemnification)
 - h. Exhibit B (Insurance Requirement for Contractors)
 - i. Exhibit C (Time Card for Contract Work)
 - j. Exhibit D (City of Ukiah Tree Management Guidelines)
 - k. Exhibit E (Land Mark Tree Program Guidelines and Policies)

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 _____, 2019.

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 _____, 2019.

CITY ATTORNEY, CITY OF UKIAH

EXHIBIT "A"
INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____,
20____, by and between the City of Ukiah (Ukiah) and _____
(Contractor).

Contractor is

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

[illegible]

CITY OF UKIAH TREE MANAGEMENT GUIDELINES

EXHIBIT C

TREE MANAGEMENT POLICIES FOR THE
PROTECTION, OPERATION AND MAINTENANCE OF CITY PROPERTY



Adopted 12-01-10 & Revised 11-19-14

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of the urban forest in parks and other areas maintained by the staff and contractors of the City of Ukiah. These guidelines are based on policy from the City of Ukiah General Plan Growth Management Program adopted by the City Council December 6, 1995 and amended June 16, 2004 and the City of Ukiah Community Forest Management Plan, adopted by the City Council on November 3, 1993.

“ Trees are a precious legacy which improve our quality of life and enhance our community image and pride. Trees enrich air and water quality, provide wildlife habitat, increase aesthetic value, reduce soil erosion, and help us to maintain a sense of rural community.”

Community Forest Management Plan Vision Statement

2.0 DEPARTMENTS AFFECTED

- 2.1 Community Services Department
- 2.2 Public Works Department
- 2.3 Electric Utility Department
- 2.4 Planning and Community Development Department
- 2.5 Ukiah Municipal Airport

3.0 RESPONSIBILITY

The department directors shall be responsible for the implementation of these policies and guidelines and all staff shall be trained and shall abide by these guidelines and policies as outlined in this document. City Council shall approve any significant amendments or changes to the Tree Management Guidelines and Policies proposed by staff and community partners before they are adopted.

3.1 The Directors of the departments are responsible for the preservation, care and maintenance of trees as follows:

- 3.1.1 Community Services Department is responsible for all trees in public parks including the Commemorative Program trees.
- 3.1.2 Public Works Department is responsible for all trees in the public right of way and creeks.
- 3.1.3 Electric Utility Department is responsible for trimming of trees to maintain clearance from primary electric lines and facilities
- 3.1.4 Planning and Community Development Department is responsible for oversight of all landscaping plans filed by the applicant.

3.2 Partnerships: Volunteers and/or community groups shall be important partners to achieve objectives for urban forestry.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

4.0 TRAINING

City staff shall receive training on all procedures listed in this document, including on-site classes and/or training provided by Mendocino College and assorted qualified arboricultural professionals on a regular schedule to ensure that proper methods are utilized.

All City of Ukiah staff performing tree care duties within the City's urban forest shall attend a minimum of two training workshops annually.

A workshop for dormant care of trees will be held in the Fall/Winter months. A second workshop will occur in the Spring/Summer to train for the growing season. Workshops will include, but not limited to: proper seasonal maintenance; best practices for soil conditioning; proper pruning techniques; and plant identification. Workshops will generally be held in the field and last about two hours and will be run by a qualified arboricultural professional with expertise in best practices for urban forest care.

5.0 POLICY GOALS

The Tree Management Guidelines focus on long-term protection of the City's trees and have been developed for the preservation, planting, care, removal or disposition of trees, replacement planting in parks, along streets and in other public areas.

The City of Ukiah intends that these guidelines and policies shall remain in effect, however, they will be subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to the Guidelines must be submitted in writing to a department director. They will then be discussed with community partners and staff and then submitted to the City Council for approval.

6.0 GUIDELINES FOR TREE CARE AND MAINTENANCE

Staff and contracted professionals shall utilize International Society of Arboriculture's Best Management Practices (ISA BMP) and/or American National Standards Institute (ANSI). A Glossary of terms is included in Section 9.0.

Specific criteria as detailed in the ISA BMP shall be established and applied to for the removal and/or pruning of trees located in or on City property. The same criteria shall be used to evaluate the overall public benefit of the proposed work. In all cases, safety concerns shall receive priority. In addition, priority will be given to limiting removal, increasing forest canopy, and preserving appropriate vegetation on park property.

6.1 Tree Preservation: The health and physical state of trees shall be maintained and protected whenever possible. Instances not specifically covered elsewhere in this policy include:

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.1.1 **Conservation of Landmark Trees:** These are individual trees that are considered unique because of size, species, historical significance, and shall be given extra protections and consideration for retention. Refer to the Glossary of Terms.
- 6.1.2 **Conservation of Commemorative Program Trees:** These are individual trees or groves purchased by someone from the City of Ukiah to memorialize an individual or group. Refer to the Glossary of Terms.
- 6.1.3 **Existing Trees:** Staff shall change use patterns in root zones whenever practical. For example: Vehicles parked or materials stored in the root zone shall be subject to an education and/or enforcement campaign to reverse the damage to the tree roots; pathways causing excessive compaction around tree roots shall be relocated if other options are deemed insufficient. Fencing, boulders, logs and landscaping are reasonable deterrents to reduce further damage and shall be used whenever practical. Refer to ISA BMP Integrated Vegetation Management.
- 6.1.4 **Special consideration shall be given for unique situations.** Every effort shall be made to protect trees growing near underground streams.
- 6.1.5 **Storm water flooding and sedimentation of drainage areas shall be properly considered before tree removal.**
- 6.1.6 **The relationship of vegetation to slope stability will be a primary consideration in all proposed vegetation management on slopes.**
- 6.1.7 **Diseased or Infested Plants That Pose Risk to Trees:** Action shall be taken to effectively decrease risk to other trees from pests and diseases. This may include removal and destruction of affected materials, pesticide treatments and/or alternative cultural practices. Other qualified experts shall be consulted as needed. Refer to ISA BMP Integrated Pest Management; City of Ukiah Integrated Pest Management Plan.
- 6.1.8 **Damage, Vandalism and Illegal Cutting:** Action shall be taken whenever possible to investigate and prosecute vandalism and illegal cutting of city-owned trees. Compensation for damages shall be sought based on the appraised value in accordance with The Guide for Plant Appraisal as authored by the Council of Tree and Landscape Appraisers.
- 6.2 Planting:** Planning before planting can ensure that the right tree is planted in the right location. Proper tree selection and placement prevents tree damage and costly maintenance like trimming. Consideration of water requirements and climate and surrounding infrastructure such as sidewalks, sewer lines and overhead/underground power lines shall improve the chances for optimum growth potential. Refer to the City of Ukiah's Master Tree List; City of Ukiah Tree Planting and Maintenance Recommendations; ISA BMP Tree Planting; and ISA BMP Tree Support Systems.
- 6.3 Root Environment and Tree Root Zones:** Refer to the Glossary of Terms. Whenever feasible, a pro-active program of cultural practices shall be implemented to maintain the health and vitality of City trees. Refer to ISA BMP Tree and Shrub Fertilization.
 - 6.3.1 **Trees in parks, fields and all other areas both developed and undeveloped:**

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.3.1.1 Soil Compaction: Every effort shall be made to avoid the compaction of soil in root zones and to encourage penetration of rainfall deep into the soil.
- 6.3.1.2 Mulch: Organic material such as mulch and leaves shall not be removed under the tree canopy.
- 6.3.1.3 Crews shall, when feasible and practical, establish and maintain the areas under tree canopies free of turf and invasive plant species. The use of native grasses and plants are encouraged, as are plants associated with the trees above them. Special consideration shall be given to oak trees and the use of drought tolerant plants near them.
- 6.3.1.4 Parking: Vehicles and equipment should be parked on paved areas, streets and parking lots.
- 6.3.1.5 Pavement: The use of pavement within park and garden areas shall be limited as much as possible, especially under tree canopies. Whenever pavement is necessary the use of permeable materials is preferred. Remove the affected curb and damaged or cracked pavement due to root uplift when feasible. Level the section with mulch, chips, sand, or gravel rather than replacing the area with impervious materials.
- 6.3.1.6 Leaf Blowers: The use of leaf blowers is discouraged. Leaf blowers should not be used to blow debris with native soil.
- 6.3.1.7 Pesticides: The use of pesticides is discouraged. Please refer to the City Integrated Pest Management policy.
- 6.3.1.8 Stakes: In the unusual situation when stakes are needed they should be driven in outside the root ball. ISA BMP Tree Support Systems shall be followed.

6.4 Construction around Trees: Protection devices shall be installed to protect the tree and root zones when near or within construction zones. The root system extends at least to the edge of the canopy or drip line of the tree with most of the fine feeder roots active in the top few inches of the soil. These roots need air to stay healthy in order to provide the tree with nutrients and water. This root zone shall be protected from compaction, changes in soil grade, digging, or other disturbances.

Protective fencing and warning signage will be required around the root zone. All tree protection devices shall be visible, well-anchored, and approved in the field by the Supervisor or designee prior to clearing, grading, or beginning of construction and shall remain in place and maintained until the project is completed. Refer to ISA BMP Managing Trees During Construction and ANSI Construction Management and Standard.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.5 Consultation with a Qualified Arboricultural Professional:** When planning and designing a public improvement project the City shall seek the appropriate qualified expert when the project involves or is near a tree or trees.
- 6.6 Pruning Standards:** The latest pruning standards established by the International Society of Arboriculture shall be used in the maintenance of trees and are detailed in the ISA Best Maintenance Practice booklets. Refer to ISA BMP Tree Pruning; ISA BMP Utility Pruning of Trees. Such maintenance will include:
- 6.6.1 General pruning for clearance to prevent injuries and to facilitate maintenance and vehicle clearance.
 - 6.6.2 Pruning dead, dying, and diseased sections to improve the health and appearance of the tree and to prevent accidents.
 - 6.6.3 Pruning for clearance around lighting and overhead lines.
 - 6.6.4 Pruning back for authorized passage on service roads, walkways and paths.
 - 6.6.5 Pruning requested by a private property owner. Such requests do not obligate the Department to prune trees, shrubs, and/or vegetation. It is the responsibility of the business owner to plan their signage so that visibility is not affected by growing trees.
 - 6.6.6 Pruning in park areas identified as places of illegal or inappropriate activity in order to improve general visibility and increased police surveillance.
- 6.7 Birds and Nesting:** Except in emergencies nesting birds or nests shall not be disturbed or harassed by pruning or removal activities. To avoid nesting season such activities shall occur between September 1st and March 31st. Fish and Game Code 3503: "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird..." The Migratory Birds Treaty Act of 1918 also applies.
- 6.8 Unnecessary Wounding:** Because "topping" of trees can cause permanent damage by promoting decay, as well as unnatural, dense and weak branching structure, topping shall not be practiced or permitted except under special circumstances. Not only can a tree sustain wounds to the branches or top, it can also sustain wounds to the trunk. Therefore, these policies shall reinforce the protection of the trunk area from wounds associated with a lawn mower or other equipment.
- 6.9 Hazardous Tree Management:** Public health, safety and general welfare will be maintained through the use of generally accepted professional practices of evaluation and treatment to reduce risks to people and property from hazardous trees. Attention to proper selection, planting and maintenance of new trees shall also be pursued to achieve long-term risk reduction.
- 6.9.1 The City of Ukiah shall assess and manage the risk of tree failure within the limits of available fiscal and human resources. Priority shall be given to locations and situations with high probability of failure and high potential damage or injury that may result.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 6.9.2 Notwithstanding an immediate hazard to safety and/or property, the City shall utilize a written tree risk assessment methodology established by the ISA (ISA Basic Tree Risk Assessment Form or equivalent) to evaluate the likelihood that part or all of a tree will fail and cause damage and/or injury by a qualified arboricultural professional. The components of the assessment shall include tree health, species profile, site factors, history of failures, tree defects/conditions, target assessment, risk categorization, mitigation options and recommend inspection intervals when warranted.
- 6.9.3 Corrective action for high hazard rated trees shall be reasonable and prudent and may include:
- Moving any at-risk structures, equipment, fixtures or recreational sites;
 - Correction of the defect by pruning, cabling and bracing, or tree removal;
 - Closure of the area
- 7.0 Tree Removal:** The City shall provide 72 hours of advance notice of the intended tree or trees that shall be removed by posting a sign at the work site when feasible. The sign shall contain the reason for the removal of the tree and the appropriate city department's telephone number that the public may contact for further information. Tree removal will include:
- 7.0.1 Trees that pose substantial risk or hazard to the public, adjacent properties or to public facilities.
- 7.0.2 Dead, dying or diseased trees.
- 7.0.3 Removal from properties being improved or developed under an approved design, however, prior consideration to retention shall be given whenever possible. Preference is to retain existing healthy trees when designing any development rather than attempting mitigation.
- 7.0.4 Trees that block trails, drains or otherwise obstruct the use and function of infrastructure elements.
- 7.0.5 Trees on sites that were over planted by design or are crowded from natural competition. As the landscape grows, the Supervisor with consultation with a qualified expert shall selectively remove trees on a site to maintain spacing for optimal tree growth and function.
- 7.0.6 Removal requested by a private property owner. However, such requests do not obligate the City of Ukiah to remove or allow removal of any trees, shrubs, and/or vegetation.
- 7.0.7 Consideration shall be given for providing trunk and limbs for service projects such as constructing benches and picnic tables. The use of wood chips for mulching material around trees and vegetation in the parks is encouraged.
- 7.0.8 Any person aggrieved or impacted by a decision to remove a tree may appeal the decision during the noticing period. A letter stating the reason(s) for the

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

appeal must be submitted to the City Clerk's Office. An appeal automatically stops any action or non-action on the tree until the responsible Department Director has an opportunity to review and consider the appeal. When feasible, the Director will consult with the City's Tree Advisory Committee for additional input. The Director's decision on an appeal is the final administrative determination.

The Director's final determination may be appealed to the City Council. The appeal must be filed with the City Clerk's Office within 10 days of the Director's determination and must be accompanied by supporting documentation from a qualified arboricultural professional using the same tree risk assessment methodology established by the ISA as detailed in Section 6.9.2.

- 7.1 Tree Replacement:** At least one tree shall be planted for every tree that is removed from City property. Replacement tree species shall be selected so that overall mature canopy volume will be maintained or increased. It is preferable to plant the replacement tree in close proximity to the original tree's location. The replacement tree may be located elsewhere, if local conditions contributed to the previous tree's failure (See Section 6.2). New locations should be found on the same site or in the same neighborhood at a location of similar or greater value. Preference shall be given for planting native trees whenever feasible.
- 7.2 Replacement Plantings:** The City shall undertake the task of replacement plantings to mitigate the effects of vegetation removal and to reestablish the landscape and increase overall mature forest canopy. The City shall determine the species of tree to be planted on City property and the planting location. Every effort shall be made to select a species compatible with the existing tree plantings on the street, the neighborhood identity, the maturity of the trees, space available for growth, the presence of underground and overhead utility lines, utility poles, streetlights, driveway approaches and fire hydrants.
- 7.3 Phasing:** The City of Ukiah when appropriate shall consider a phased approach to vegetation management to reduce potential short-term negative aesthetic and/or wildlife habitat impacts (associated with such actions).
- 7.4 Wildlife and Habitat:** Trees and forested areas are recognized as important habitat for native wildlife and providing vital wildlife corridors. Trees, undeveloped landscapes and creeks will be managed to optimize them for wildlife habitat. Refer to the City of Ukiah Creeks Maintenance Policies and Procedures.

8.0 SUMMARY

These guidelines are set in place to enhance the urban forest within the City of Ukiah. As industry standards change in regard to tree care, this document shall remain flexible to incorporate needed changes.

9.0 GLOSSARY OF TERMS

For additional definitions, refer to the International Society of Arboriculture Best Management Practices

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

- 9.1 Commemorative Program Tree Program** provides an opportunity for the public in celebrating an event or memorializing a loved one by the planting of a young tree or trees while improving the appearance and canopy of City parks. A tree or grove is purchased from the City of Ukiah to honor or memorialize an individual or group. Such tree(s) are identified and recorded by the City of Ukiah with the name of the tree species, dedicated individual or group and the name of the donor.
- 9.2 Developed landscape** is property that has been graded and/or planted, and contains plantings that are distinct from typical native forest. These active and/or passive recreational landscape areas are routinely maintained by park staff for public use. Developed landscapes shall include, but are not limited to: lawns, athletic fields, boulevards, golf courses including pitch and putt, lawn bowling greens, play areas, squares, places, triangles, and swimming beaches.
- 9.3 Hazardous Tree** is a tree that can be predicted to fail and has a high probability of striking people or property causing injury or damage.
- 9.4 Invasive exotic vegetation** consists of species of plants that are not native to our region and exhibit aggressive growth to the exclusion of native or planted landscapes and wildlife.
- 9.5 Landmark Trees** are individual trees that have been designated as unique because of size, historical/commemorative association, and distinct form, as an outstanding specimen or are important for wildlife habitat. Such trees will be given extra protection and consideration for retention. Rules and regulations for landmark trees are defined in the City's Landmark Tree Program and/or Downtown Zoning Code.
- 9.6 Topping** is the removal of the terminal shoot of a tree to a stub or lateral branch that is not sufficiently large enough to assume a terminal role or cannot be expected to achieve wound closure to inhibit decay.
- 9.7 Tree Failure** is the breaking and falling of a tree or any substantial part of a tree. This does not include falling leaves or fruit.
- 9.8 Tree Root Zone** is the area from the trunk to the drip line or the edge of the unpruned canopy around a mature, uninjured tree or the anticipated root zone of a young tree.
- 9.9 Qualified Arboricultural Professional** is a tree care professional with a minimum of two years of experience in the evaluation and care of trees in combination with a professional license or certification that measures minimum competency in relevant subjects, including protection of public health, safety and welfare. Acceptable titles include Certified Arborist, Registered Consulting Arborist, Registered Professional Forester, and Landscape Architect.
- 9.9.1 Undeveloped Landscape** is property that contains native or volunteer (self-propagated) plants and is not intended for recreational use except along designated trails. Undeveloped landscapes are (usually) not as intensively maintained as developed landscapes.

TREE MANAGEMENT GUIDELINES AND POLICIES FOR THE OPERATION AND MAINTENANCE OF CITY PROPERTY

10.0 ADDITIONAL RESOURCES

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet. The Department Director shall provide the The International Society of Arboriculture Best Management Practice booklets, American National Standards Institute related documents and Mendocino County ReLeaf materials to their employees.

These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures
- Form Based Zoning Preservation Tree List
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboriculture Best Management Practices (ISA BMP): Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management
- American National Standards Institute (ANSI): Construction Management Standards
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

Landmark Tree Program Guidelines and Policies

November 19, 2014

1.0 PURPOSE STATEMENT

The purpose of this document is to provide policy guidelines for the preservation, maintenance and enhancement of our urban forest with particular attention to noteworthy trees or "landmark trees" as defined in Section 2.0.

The Landmark Tree Program (LTP) includes specific trees within the city limits on public property, but also extends to private property for owners who wish to participate on a voluntary basis. This program complements the Downtown Zoning Code (DZC) Designated Landmark Trees, but does not supersede the rules and regulations identified for those specific trees (UCC Section 9229.3 Table 19) detailed in the DZC.

2.0 DEFINITION

The definition for landmark trees from the Downtown Zoning Code (10.030 B Article 18 Section 10), shall be used:

Landmark trees are specific trees selected as worthy of landmark status based on one or more of the following characteristics:

- 1) an outstanding specimen of a species desirable to the community
- 2) one of the largest or oldest trees in the City of Ukiah
- 3) historical/commemorative interest
- 4) distinctive form and/or aesthetic appeal and/or
- 5) environmental value, including importance as habitat for wildlife.

3.0 BENEFITS OF THE PROGRAM

Benefits to the City of Ukiah

A LTP would help the City obtain the coveted certification, "Tree City USA" from the Arbor Day Foundation and improve grant funding opportunities. The identification and acknowledgement of landmark trees will also help the City, businesses and private owners garner support and recognition for the care and maintenance of trees which benefits the community at large.

Benefits to Property Owners

Owners will receive acknowledgement and appreciation for their effort. The City of Ukiah will provide a certificate to the participating property owner. Well-maintained trees add to property values. Trees provide shade and can reduce cooling and heating bills.

Benefits to the Community

The LTP will help maintain and expand the City's urban forest by increasing awareness of trees and their benefits. Neighborhoods with good tree canopies improve people's wellbeing and reduce crime; business districts with tree-lined streets have increased activity.

4.0 POLICY GOALS

The LTP focuses on the economic, environmental, historic and aesthetic value specific trees have in the City's urban forest. This includes trees in public areas and trees on private property where the owner voluntarily participates in the program.

The policy goals of the LTP are consistent with the following:

- City of Ukiah General Plan Open Space Conservation Element (1993): OC-22: Conserve and replenish valley oaks in the Valley; OC-23: Native plant landscaping shall be encouraged; OC-25: Maintain and enhance the City's canopy of shade trees.
- City of Ukiah Tree Protection and Enhancement Policy, November 1993
- City of Ukiah Tree Planting and Maintenance Recommendation, November 1993
- Community Forest Management Plan, 1994
- City of Ukiah Landscaping and Streetscape Design Guidelines, 1996
- Ukiah Municipal Code, Chapter 5, Sidewalks/Street Trees. Article 2. Street Tree Policy Purpose and Intent)
- Tree Management Guidelines, December 1, 2010
- City of Ukiah Downtown Zoning Code, 2012

5.0 ADMINISTRATION

DEPARTMENTS AND RESPONSIBILITIES

- 5.1 Community Services Department
- 5.2 Public Works Department
- 5.3 Electric Utility Department
- 5.4 Planning and Community Development Department
- 5.5 Ukiah Municipal Airport

The department directors shall be responsible for the implementation of the LTP and all staff and contractors shall be trained in and shall abide by these guidelines and policies outlined in this document. City Council shall approve any significant amendments or changes to the LTP proposed by staff and/or community partners before they are adopted.

- 5.1** The City Manager or designee is the primary administrator of the program. However, directors of the departments are responsible for the preservation, care and maintenance of trees in the public and private sphere as follows:

- 5.1.1** Community Services Department is responsible for all trees in public parks.

- 5.1.2** Public Works Department is responsible for all trees in the public right of way, creeks and drainages including wetlands.

- 5.1.3** Electric Utility Department is responsible for the trimming of trees to maintain clearance from primary electric lines and facilities.

- 5.1.4** Planning and Community Development Department is responsible for the oversight of all trees and landscaping plans filed by the applicant.

- 5.1.5** The Airport Manager is responsible for all trees on Airport property.

- 5.2 Partnerships:** Volunteers and/or community groups (i.e. Mendocino ReLeaf and Tree Advisory Group) shall be important partners to achieve the objectives of urban forestry.

6.0 PROCEDURES

For a specific tree, grouping of trees or grove for enrollment in the LTP requires the completion of a nomination form signed by the nominee/property owner. Nomination forms are reviewed by the Tree Advisory Group and then forwarded with written recommendation to the City Manager or designee for review and then to the City Clerk for the City Council consent calendar.

- 6.1** City staff and the public are encouraged to nominate specific trees for inclusion in the LTP by completing a nomination form. Electronic nomination forms are available on the City's website or can be obtained from the City Clerk.

The nomination form requires a submitted photo of the tree. Information shall include the following: name of parcel owner; address; email address, if applicable; specimen; location map or illustration; reason(s) why tree(s) should be preserved. All nominations shall be submitted to the Tree Advisory Group for a recommendation. The recommendation is then forwarded to the City Council for consideration and/or adoption.

- 6.2** A listed landmark tree will be recorded by the City of Ukiah, identified on a map with location and description (i.e. Google Earth) and added to the City's website.

- 6.3** Partners from Mendocino ReLeaf and/or Tree Advisory Group will provide an annual docent led walking tour and/or provide a self-guided brochure for interested parties.

- 6.4** Staff will provide notification of the LTP activity by mailing an announcement of the annual walking tour. Notification will occur at least a month prior to the tour (*i.e. City of Ukiah Recreation Guide*, monthly utility bill)

- 6.5** An annual press release to local media about the purpose of the program, number of participants, location of the tree (with participant's permission), species and a website link for recruiting future participants.

7.0 PROTECTION

All participants including the City, a business or homeowner enrolled in the program agree to maintain and care for their tree responsibly and will receive a letter of acceptance. Suggestions for healthy tree care are outlined in the Tree Management Guidelines and may be obtained electronically.

Person or persons shall be prohibited from damaging a landmark tree through excessive watering or pruning or root compaction/destruction. Extra care shall be employed to protect landmark trees during construction (see the Tree Management Guidelines, Section 3.0).

All requests for tree removal or withdrawing from the LTP shall be in writing and submitted to the City Council and thereby forwarded to the Tree Advisory Group which will then forward a written recommendation to the City Council.

A ten (10) day noticing period of the item appearing on the City Council's agenda is required. The placement of the notice will be posted at the nearest public boundary line located closest to the tree(s).

Circumstances not requiring City Council approval for tree removal are as follows:

- 1) due to emergency situations and/or
- 2) traffic visibility obstructions and/or
- 3) public utility damage and/or
- 4) damage to the building foundation.

9.0 SUMMARY

The City of Ukiah intends that the guidelines and procedures of the Landmark Tree Program shall remain in effect, however, they are subject to change based upon arboricultural standards, community input and staff recommendations. Suggestions for changes to this document must be submitted in writing to the City Manager or designee. Changes will then be discussed with community partners and staff with recommendations and forwarded to the City Council for approval.

10.0 ADDITIONAL RESOURCES

Additional City and other tree-related documents that incorporate tree guidelines are available electronically through the Intranet/Internet. These documents are:

- Municipal Code Article 2, Chapter 5, Number 5420 Street Tree Policy, Purpose and Intent (Ordinance 869, adopted 1987)
- Community Forest Management Plan
- Tree Protection and Enhancement Policy
- Tree Planting and Maintenance Recommendations
- Master Tree List, 2012
- Tree Management Guidelines, 2010
- Integrated Pest Management Plan, Community Service Department
- Creek Maintenance Policies & Procedures, 2009
- Downtown Zoning Code Landmark Tree Program and Preservation Tree List, 2012
- General Plan, Open Space and Conservation Element, adopted 12/6/1995; amended 6/16/2004
- Landscaping and Streetscape Design Guidelines
- Commercial Development Design Guidelines
- International Society of Arboricultural Best Management Practices (ISA BMP): *Managing Trees During Construction; Tree Pruning; Integrated Pest Management; Tree Support Systems; Utility Pruning of Trees; Tree and Shrub Fertilization; Tree Planting; Tree Inventories; Integrated Vegetation Management*
- American National Standards Institute (ANSI): *Construction Management Standards*
- Mendocino County ReLeaf Tree Care Guide
- Hillside Ordinance 9135

Landmark Tree Program (LTP)

Landmark Tree Program Listings

Public Property

- Valley Oak, *Quercus lobata*, [#1], Observatory Park
- Redwoods, *Sequoia semper virens*, [#9], City Hall and Clay St (historic Campfire Girls beautification project in 1930s)
- Valley Oak, *Quercus lobata*, [#1], City Hall, 300 Seminary Ave
- Valley Oak, *Quercus lobata*, [#1], Hudson Carpenter Park, N Main St
- White Oak, *Quercus*, [#1], Todd Grove Park, northwest end between stage and picnic tables
- American Persimmon grove, *Diospyros virginiana*, Carpenter Hudson park, S Main St

Private Property

- Black Oak, *Quercus kelloggii*, [#1], 1033 W Standley St
- Bay Laurel, *Umbellularia californica*, [#1], 304 Hortense St

Other Trees with Special Designations

Landmark Trees within DZC Boundary

Downtown Zoning Code Tree Landmark Tree List, Adopted by the City Council on August 1, 2012. These trees are subject to the rules and regulations detailed in the Downtown Zoning Code and not the guidelines and policies detailed in this document.

- Valley Oak, *Quercus lobata*, [#6], 225 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#4], 410 E Perkins St
- Coast Redwood, *Sequoia sempervirens*, [#11], E Perkins St at Pear Tree Ctr
- Lebanon Cedar, *Cedrus libani*, [#2], E Perkins St at Pear Tree Ctr
- Valley Oak, *Quercus lobata*, [#2], 324 N Main St
- Valley Oak, *Quercus lobata*, [#1], 320 Main St
- Coast Redwood, *Sequoia sempervirens*, [#1], 220 Mason St
- Coast Redwood, *Sequoia sempervirens*, [#1], 100 block of Norton St,
- Canyon Live Oak, *Quercus chrysolepis*, [#1], 400 block N School St, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#1], 400 block N School St, eastside in parking lot
- Valley Oak, *Quercus lobata*, [#2], 400 block N School St parking lot, eastside in parking lot
- Interior Live Oak, *Quercus wislizeni*, [#2], 400 block N School, east side in parking lot
- Coast Redwood, *Sequoia sempervirens*, [#6], @ 216 W Henry St, (Foundation for Medical Society)
- Cork Oak, *Quercus suber*, [#1], 107 S Oak St, (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#2], 107 S Oak St (Saturday Afternoon Club)
- Coast Redwood, *Sequoia sempervirens*, [#1], 108 S Oak St
- Coast Redwood, *Sequoia sempervirens*, [#2], 265 Clay St
- Riparian trees within the Gibson Creek corridor; [#], Perkins St to Leslie St (includes: Willows, *salix* varieties; Cottonwoods; Black Walnut; Interior Live Oak, *Quercus wislizeni*, Black Oak; Valley Oak, *Quercus lobata*)
- Dawn Redwood, *Metasequoia glyptostroboides*, [#2], Corner of Standley and School St, in front of courthouse
- Oak, *Quercus*, [#1], N State St, in front of courthouse
- Tulip Magnolia, *Magnolia soulangeana*, [#2], N State St, southeast corner in front of courthouse
- Southern Magnolia, *Magnolia grandiflora*, [#2], N State St, in front of courthouse

Property Owner Consent

Property Owner Name

Address

City, State Zip

Home Phone

Email

I hereby authorize the City of Ukiah and/or their agents the right to enter onto my property to view a tree being submitted for nomination. I hereby give my consent to allow the public the opportunity to view the nominated tree on my property from the public street right-of-way if Landmark Tree status is obtained.

Property Owner Signature

Date

Submit Completed Nomination

City of Ukiah
Community Services Department
411 West Clay Street
Ukiah, California 95482
Attention: Landmark Tree Program

(707) 463-6231

Benefits

- ✦ Certificate of Recognition presented to owner
- ✦ Landmark Tree designation for the life of the tree
- ✦ Well maintained trees add to property value
- ✦ Trees provide shade and can reduce cooling and heating bills

Check List

- ✦ Nomination form
- ✦ Site map of tree location
- ✦ Picture of the tree(s)
- ✦ Brochures, newspaper clippings, or other supportive documentation
- ✦ Historical data or other significant information related to the tree
- ✦ Property owner consent



Landmark Tree Program



(707) 463-6231
www.cityofukiah.com

City of Ukiah



Tree Advisory Group

Landmark Tree Program

The Landmark Tree Program was created by the Tree Advisory Group of the City of Ukiah to identify remarkable trees within Ukiah.

The program accepts trees that are outstanding specimens; are the largest or oldest in the city; have historic interest; have distinctive form or aesthetic appeal; have environmental value.

The Landmark Tree Program includes specific trees within the city limits on public property but also extends to private property for owners who wish to participate on a voluntary basis.

Nomination Form

TREE LOCATION

Please include map of property and photo

COMMON NAME OF TREE

TREE CATEGORY ☐ Specimen ☐ Size/Age ☐ Historic Interest ☐ Aesthetic Appeal ☐ Environmental Value
Pick all that apply. If other, please explain.

Nominator

Date Submitted

Address

Home Phone

Cell Phone

Email

Tree Owner Name

(if different than nominator)

Address

Home Phone

Cell Phone

Email

Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings, brochures or other historical documentation.

CERTIFICATE OF RECOGNITION

The City of Ukiah
hereby presents this certificate to

NAME

For (name of tree)
Selected as a 201X Ukiah Landmark Tree

XXXXXX
Mayor

Linda Sanders
Tree Advisory Group Coordinator





January 21, 2020

City of Ukiah
Attn: Mary Williamson, Buyer II
1320 Airport Road
Ukiah, CA 95482

RE: Tree Trimming at Various Locations for the City of Ukiah Proposal

Dear Mary:

Please find enclosed our proposal for the above referenced project.

Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

WRIGHT TREE SERVICE of the WEST, INC.

A handwritten signature in black ink, appearing to read 'Wade Myers', with a stylized flourish at the end.

Wade Myers
Sr. Vice President, Operations

WM:sm

Encl.

CONTRACTOR QUALIFICATION STATEMENT

Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 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.

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

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.

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment, personnel and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in the proposal evaluation.

1. Name and address of principal business office from which contract will be administered:

_____ Wright Tree Service of the West, Inc. _____
_____ 5930 Grand Ave. _____
_____ West Des Moines, IA 50266 _____
Telephone: _____ 515-277-6291 _____

2. The Contractor must have been engaged in energized electric power line clearance contract business, under the present business name, for a minimum of three (3) consecutive years.
3. The Contractor has never failed to satisfactorily perform a Contract awarded to him except as follows:

_____ N/A _____

4. The Contractor must have satisfactorily completed or currently be engaged in two (2) tree line clearance contracts within the last five (5) years.

a. Location and for whom performed: _____ Pacific Gas & Electric Company _____

_____ Northern CA _____

Year: _____ 2012 - Present _____ Telephone: _____ 415-972-5350 _____

Contact Person: _____ Pete Dominguez _____

Total number of trees pruned: 209,000 annually

Contract amount: \$40,000,000 annually

b. Location and for whom performed: Sacramento Municipal Utility District
Sacramento, CA

Year: 2015 - Present Telephone: 916-732-6978

Contact Person: Matt Chapman

Total number of trees pruned: 34,000 annually

Contract amount: \$3,000,000 annually

c. Location and for whom performed: Pacificorp
CA, WA, OR, UT, ID

Year: 2017 - Present Telephone: 801-220-2271

Contact Person: Kerry Favero

Total number of trees pruned: 100,000 annually

Contract amount: \$12,000,000 annually

5. Contractor must list equipment owned, and which is definitely available for use on proposed work as required.

QUANTITY	NAME, TYPE, MODEL, YEAR	CONDITION	LOCATION
Please see attached Equipment List			

(USE EXTRA SHEETS IF NECESSARY.)

- a. Supply copies of certificates for Supervisors, Foreman and Trimmers.
b. Boom Certificates and Dialectic Test.

BIDDING SCHEDULE

DESCRIPTION	UNIT PRICE BID
Tree Trimming, including all labor and equipment, for an hourly rate per crew member (minimum three (3) person crew), for all hours worked on working and non-working days.	\$ <u>297.78</u> (Per Hour)
	Total for 3-man crew w/ 55' Aerial Lift, Chipper

The undersigned, as bidder, declares that he has examined thoroughly the contents herein contained, and that this bid is made without collusion with any person or corporation, and that all laws and ordinances relating to the interest of public have been complied with in every respect. AND he proposes and agrees that he will contract with the City of Ukiah, Mendocino County, California, of the agreement herein contained to provide all necessary machinery, tools, means of performance, to furnish all material; to provide all superintendence all labor and expenses of whatever nature necessary for tree trimming at various locations of Ukiah, in conformity with the specifications and other contract provisions implied thereby 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 Director of the Electric Department.

9926

We, the undersigned, further agree, if this bid shall be accepted, to furnish the required Proof of Insurance within ten (10) working days after written notice that the bid has been accepted, and if the undersigned shall fail to contract, as aforesaid, it shall be understood that he has abandoned the contract, and that, therefore, this bid shall be null and void.

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 Worker'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.

*Individual employee rate, not including equipment \$92.05 per hour

The undersigned declares they are familiar with these specifications for tree trimming and has carefully read the requirements, checked all of the figures, and accepts full responsibility for any error or omission.

Submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ Corporation ☐ Other

Legal Name of Contractor: Wright Tree Service of the West, Inc.

Address of Contractor: 5930 Grand Ave., West Des Moines, IA 50266

Contractor License No.: 946304 Expiration Date: 4/30/20 Tax ID#: 27-0835096

Department of Industrial Relations Public Works Registration #: 1000029456

Phone Number: 515-277-6291 Fax Number: 515-274-3852

By: Wade Myers Print or Type Name,
(Title) Sr. Vice President

 (Signature)

Date: 1/21/20

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 January 21, 2020, ~~2019~~:

Signature of Bidder, with Business Address:



Wade Myers, Sr. Vice President

5930 Grand Ave.

West Des Moines, IA 50266

(The bidder shall execute the certification of this page at the time of submitting his bid.)

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
We do not intend to utilize subcontractors.				

CITY OF UKIAH
Mendocino County, California

AGREEMENT

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the City of

Ukiah, Mendocino County, California, hereinafter called the City
and

Wright Tree Service of the West, Inc.

hereinafter called the Contractor,

1. The Contractor hereby agrees with all the terms and conditions contained in the Agreement, to pay all necessary taxes, insurance and bonds, and to furnish all of the labor, materials, transportation, equipment, services, and incidentals necessary to complete, in a workmanlike manner, the tree trimming at various locations for the City of Ukiah, as per the bid submitted by the Contractor which is herein incorporated by reference.
2. The City hereby agrees to pay and the Contractor agrees to accept \$_____ per hour based on a minimum three person crew in consideration of the full and complete performance of the work in accordance with the bid of the Contractor.
 - 2.1 Rate shall be firm for the entire term of contract.
 - 2.2 Based on notice from City of the annual budget for tree trimming services under this Contract, Contractor shall monitor the hours of work performed during the course of each fiscal year and notify the City, when the amount billed or billable under the contract in that fiscal year equals 85% of the amount budgeted for that year. Contractor shall not incur additional costs or perform additional billable hours prior to receiving instructions from the City and shall not be entitled to payment for services in excess of the amount budgeted by the City for contract services in that fiscal year without prior written approval from the City.
 - 2.3 Payments may be withheld on account of (1) defective work not remedied; (2) claims filed by third parties; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) the unpaid balance of the contract sum; (5) damage to that City or another contractor; (6) reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay, or (7) persistent failure to carry out the work in accordance with the Contractor Documents.
 - 2.4 Final payment shall not become due until ten (10) working days after the City accepts the work completed and the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all cost and reasonable attorney fees.
 - 2.5 Acceptance of final payment by the Contractor, shall constitute a release and waiver of any claims for additional compensation by the Contractor, except for claims submitted in writing by the Contractor prior to final payment which remain unsettled at the time of final application for payment.
3. Term of Agreement. Contractor shall commence performance of services as required upon receipt of a Notice to Proceed from the City. This agreement shall be in effect for three (3) years from the date it is fully executed.
4. Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3)

City has abandoned and does not wish to complete the work for which Contractor was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to offset for any direct or consequential damages City may incur as a result of Contractor's breach of contract.

5. Any alteration or deviation from the original plans and/or specifications, whether involving extra cost of materials or labor or not, and any extra work necessitated by unusual conditions will be executed only upon written change order designated by City's agent for same, and will become an extra charge or credit only when approved in writing by all parties hereto or their authorized agents.

5.1 If the Contractor is delayed at any time in progress of the work by changes ordered in the work, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which reasonably justifies delay, then the contract time may be extended by a change order for a reasonable time.

6. Before Contractor performs any work or delivers any materials to worksite(s), he shall furnish to the City certificates of insurance covering full liability under Worker's Compensation laws of the State of California, and Comprehensive General Liability Insurance (Broad form/CSL) and fire insurance of \$2,000,000 naming the City as additional insured, and shall be maintained in force until the work is completed. All work covered by this Agreement done at the worksite(s) or in preparing or delivering materials to said worksite(s) shall be at the risk of the Contractor alone. Contractor agrees to indemnify and hold harmless the City against any claims, actions or demands against them, or any of them, against any damages, liabilities or expenses, including attorney fees, the personal injury or death or for loss or damage to property, or any or all of them, arising out of or in any way connected with the performance of the agreement by Contractor.
7. The Contractor shall not, without written consent of the City, assign, transfer nor sublet any portion or part of this work, nor assign any payments to others, but will furnish all labor, materials and equipment necessary for performance of this agreement.
8. Contractor shall at all times indemnify and save City harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job in connection with Contractor's performance hereof, including any costs and expenses for attorney fees and all incidental or consequential damages resulting to City from such claims. Further, in case suit or such claim is brought, Contractor shall defend said suit at his own cost and expense, and will pay and satisfy any such liens or judgment as may be established by decision of a court in said suit and further hold harmless the City from any personal liability thereon.
9. Contractor shall, at his sole cost and expense, and without increase in the compensation to Contractor, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; pay all manufacturers, sales use, processing, Federal and State taxes; insurance and contributions for social security, unemployment and employee benefits required by labor agreements which are incurred by the Contractor whether levied under existing or subsequently enacted laws, rules or regulations. Including but not limited to the following:
 - 9.1 Eight (8) hours per day constitutes a legal day's work for Contractor's or Subcontractor's employee. Employees of Contractor shall be permitted to work in excess of 8 hours per day and 40 hours during any one week upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay a penalty to the City for violations of these Labor Code provisions according to Labor Code Section 1813.
 - 9.2 The Contractor shall pay not less than the general prevailing rate of per diem wages as required by Labor Code Sections 1770, 1771, and 1773.2, and shall pay a penalty to the City in accordance with Section 1775.
 - 9.3 The Contractor shall keep accurate payroll records which are available for inspection in accordance with Labor Code Section 1776.
10. Contractor shall effectively secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until final acceptance by City. Contractor shall be liable for any loss or final

- acceptance by City. Contractor shall be liable for any loss or damage to any work in place, or to any person, materials, or equipment of the worksite(s) caused by him, his agents, employees or guests.
11. In the event action is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said suit, in addition to costs and reasonable expenses incurred in the prosecution of said suit.
 12. If the Contractor shall neglect to prosecute the work properly, or fail to perform any provisions of this contract, the City may, after three days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
 13. Contractor guarantees all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one year following completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.
 14. Contractor will conform to applicable California Administrative Code Title 8 and regulations, also ANSI, Z133 for Tree Care Operations.
 15. Contractor will keep a tree trimming report and time card of each tree trimmed. See Exhibit C. These reports and time cards will be submitted to the City of Ukiah on a weekly basis. Contractor will submit pay applications on a fifteen (15) working day schedule.
 16. That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.
 - a. Notice to Bidders
 - b. Contractor Qualification Statement
 - c. Specifications
 - d. Bidding Schedule
 - e. Worker's Compensation Certificate
 - f. List of Proposed Subcontractors
 - g. Exhibit A (Indemnification)
 - h. Exhibit B (Insurance Requirement for Contractors)
 - i. Exhibit C (Time Card for Contract Work)
 - j. Exhibit D (City of Ukiah Tree Management Guidelines)
 - k. Exhibit E (Land Mark Tree Program Guidelines and Policies)

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 _____, 2019.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____ CITY
MANAGER, CITY OF UKIAH

Attest: _____ CITY CLERK,
CITY OF UKIAH

By:  _____ CONTRACTOR
Sr. Vice President

Attest:  _____

Title: _____ Contract Administration Manager

The foregoing contract is approved as to form and legality this _____ day of _____, 2019.

CITY ATTORNEY, CITY OF UKIAH

EXHIBIT "A"

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on January 21,
20 20, by and between the City of Ukiah (Ukiah) and Wright Tree Service of the West, Inc.
(Contractor).

Contractor is

performing Electric Utility Line Tree Trimming at Various Locations
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: 
Wade Myers
TITLE: Sr. Vice President

CONTRACTOR QUALIFICATION STATEMENT

Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 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.

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

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.

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment, personnel and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in the proposal evaluation.

1. Name and address of principal business office from which contract will be administered:

Family Tree Resource, Inc.

41701 North Highway 101, Laytonville, CA 95454

**the Willits Business Office is moving March 1, 2020

Telephone: 707/272-8668

2. The Contractor must have been engaged in energized electric power line clearance contract business, under the present business name, for a minimum of three (3) consecutive years.
3. The Contractor has never failed to satisfactorily perform a Contract awarded to him except as follows:

not applicable

4. The Contractor must have satisfactorily completed or currently be engaged in two (2) tree line clearance contracts within the last five (5) years.

a. Location and for whom performed: City of Healdsburg

Healdsburg City Limits

Year: 2019- current

Telephone: 707/480-6485

Contact Person: Todd Woolman, Electric Superintendent

Total number of trees pruned: approx 5,000

Contract amount: \$177,984.00

b. Location and for whom performed: Mendocino, Humboldt, Lake
and Sonoma Counties for Pacific Gas & Electric

Year: 2003-current Telephone: 707/272-3382

Contact Person: Eric Haggerty, Supervising Vegetation Program Mgr.

Total number of trees pruned: approx 70,000-120,000

Contract amount: approx \$18M in 2019

c. Location and for whom performed: Cherry Creek Subdivision
in Willits, CA for "Wilco"

Year: 2016,2017,2018,2019 Telephone: 707/462-6694

Contact Person: Cheryl Murphy

Total number of trees pruned: approx 500

Contract amount: \$8,080.00

5. Contractor must list equipment owned, and which is definitely available for use on proposed work as required.

QUANTITY	NAME, TYPE, MODEL, YEAR	CONDITION	LOCATION
1	2017 Freightliner LR760E	Good	Willits
1	2017 Bandit 250XP chipper	Good	Willits
1	2017 Ram 550 chip truck	Good	Willits
1	2017 Ram 3500 4x4 crew truck	Good	Willits
1	2018 Toro TSX38Track Stumpgrinder	Good	Willits

(USE EXTRA SHEETS IF NECESSARY.)

a. Supply copies of certificates for Supervisors, Foreman and Trimmers.

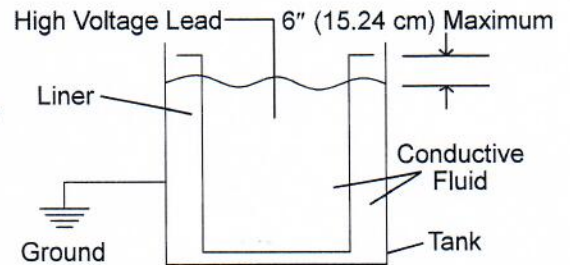
b. Boom Certificates and Dialectic Test.

Periodic Dielectric Test Form for Platform Liners

Either method may be used.

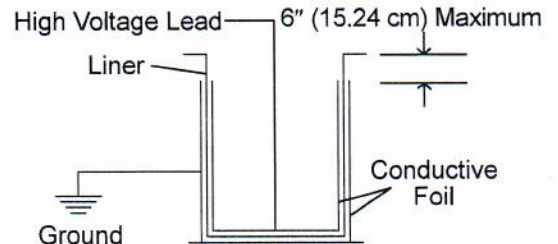
Wet Method Setup

1. Connect a ground lead to the steel tank.
2. Immerse the liner in the tank and fill with conductive fluid until the level around both the inner and outer surfaces of the liner is within 6" (15.24 cm) of the top of the liner.
3. Suspend the high voltage lead in the fluid within the liner.



Dry Method Setup

1. Refer to TRS-0001 to apply conductive foil to the liner and conduct the test.
2. Connect a ground to the outer conductive foil.
3. Connect the high voltage lead to the inner conductive foil.



Testing (Wet or Dry)

1. Apply the test voltage to the conductive fluid or foil. Voltage may be either 35 kV (60 hertz) for 1 minute or 100 kV DC for 3 minutes.
2. If flashover occurs, or the liner wall punctures, the liner has failed the test.
3. Turn off the test voltage (be sure the voltage meter indicates zero voltage). Remove the high voltage lead. Remove the liner from the tank or remove the foil covering.
4. The test for more than one liner may be recorded on the same form providing the same setup is used to eliminate external variables.

Conclusion

Unit Serial No.	Liner Part No.	Liner Serial No.	Pass (Initials)	Fail (Reason)
0513EY0316			BR	

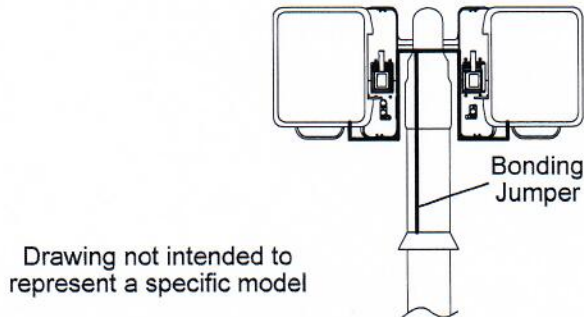
Wet/dry DRY Test voltage 100KVDC Test device number PTS-100

Comments _____

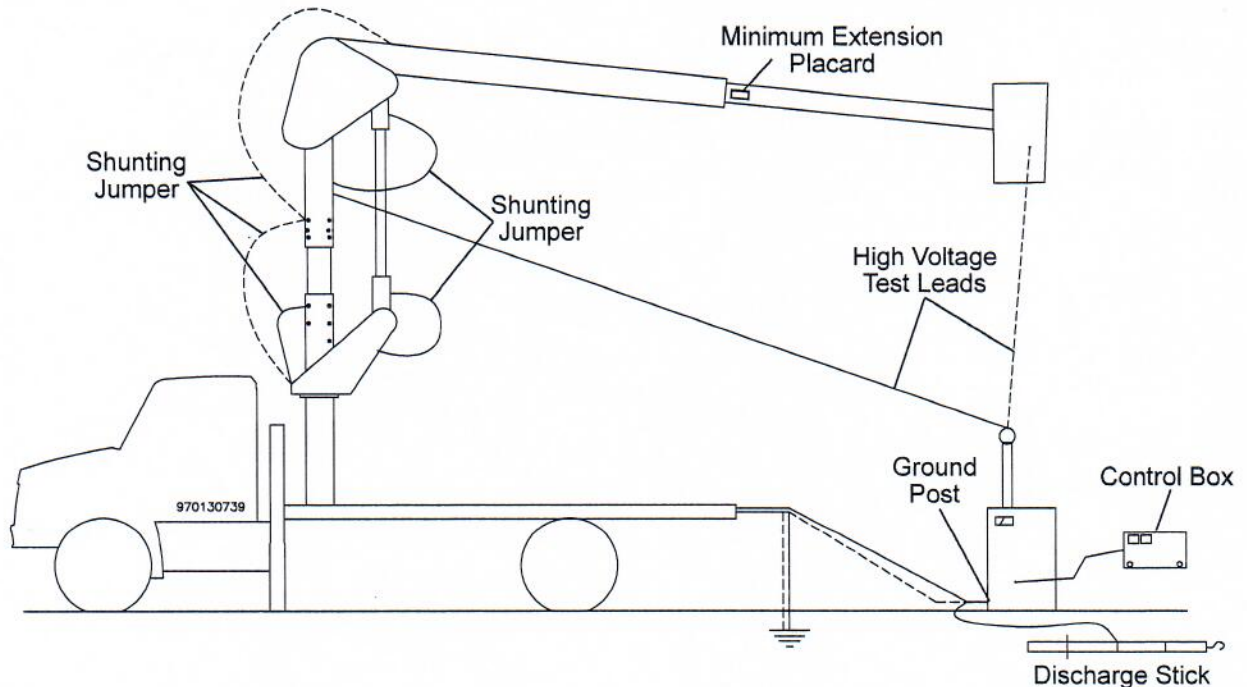
Signature of technician BRIAN ROSANO Date of test 11-9-18

DC Periodic Dielectric Test For All Category A, B, and C Insulating Telescopic Articulating Aerials (For DC Test Device With Output Current Metering Only)

Upper Boom Test -----
Articulating Arm Test _____



Fully Retracted	Upper Boom Extension Past Minimum Extension Placard
AT40-G (ISO-Boom)	AT35-G/37-G
AT40M/P (ISO-Boom)	AT36/40M/P (steel boom)
AT40-GW (ISO-Boom)	AT37-GW
AT41M/P (ISO-Boom)	AT40-G (steel boom)
AT48M/P	AT40-GW (steel boom)
	TA37M/41M/45M
	TA Elevator, material handling
	TA50/55/60
	AT37M/P
	AT41M/P (steel boom)
	TA36/40/45
	TA Elevator, personnel



1. Read and understand the dielectric test information in the Maintenance Manual, ANSI requirements, and the manual for the test device being used.
2. This procedure is for a DC test device with output current metering only. Do not use this procedure when using a DC test device that measures the return current instead of the output current. If equipped with a selector switch, set the switch to Ground Return.
3. The test area should be dry and appropriately roped off to prevent bystanders from entering the test area.
4. If equipped, visually inspect the atmospheric vents and verify proper operation of each vent.
5. Operate the boom and platform functions to fill the hydraulic lines with oil.
6. Ground chassis, test device or control box, and discharge stick (if equipped) as shown.
7. No isolation pads are required under the vehicle tires or outriggers.
8. Set up booms to maintain at least 24" (60.96 cm) of clearance between conductive components as shown.
9. Electrically bond all metal at the boom tip to ensure all possible current paths are considered. Include all conductive brackets, air plunger switches, hydraulic valves, controls, cylinders, jib brackets, etc.

10. On Category A units with a nonconductive platform, install and bond a metal liner.
11. Extend the upper boom to just past the minimum extension placard, if required.
12. Attach the high voltage test lead and shunting jumpers as shown for the upper and lower boom test. 13.
It is not necessary to use the meter receptacle on the upper boom of Category A and B machines for the upper boom test. However, whether the meter receptacle is used or not, all internal connections to this receptacle must be checked to verify that all current paths through the boom are properly connected to ensure proper function.
14. Voltage and maximum allowable leakage for the upper boom test are as follows.
 - a. Category C – 46 kV and below – 56 microamps at 56 kV after 3 minutes
 - b. Category A/B – 46 kV and below – 28 microamps at 56 kV after 3 minutes
 - c. Category A/B – 69 kV – 42 microamps at 84 kV after 3 minutes
 - d. Category A/B – 138 kV – 84 microamps at 168 kV after 3 minutes
15. Voltage and maximum allowable leakage for the articulating arm test is 100 microamps at 50 kV.
16. To test the upper boom, gradually increase the voltage to the proper level. Hold for 3 minutes. If flashover occurs or the leakage rate exceeds the maximum value, the unit has failed the test. Record leakage reading.
17. To test the articulating arm, gradually increase the voltage to 50 kV. Hold for 3 minutes. If flashover occurs or the leakage rate exceeds 100 microamps, the unit has failed the test. Record leakage reading.

Service request # 3384464 Model # AM900 Serial # 0412-R4104

Test device # PTS-100 Category/voltage rating 56KVDC

Upper boom leakage reading (microamp) .08 Articulating arm leakage reading (microamp) .08

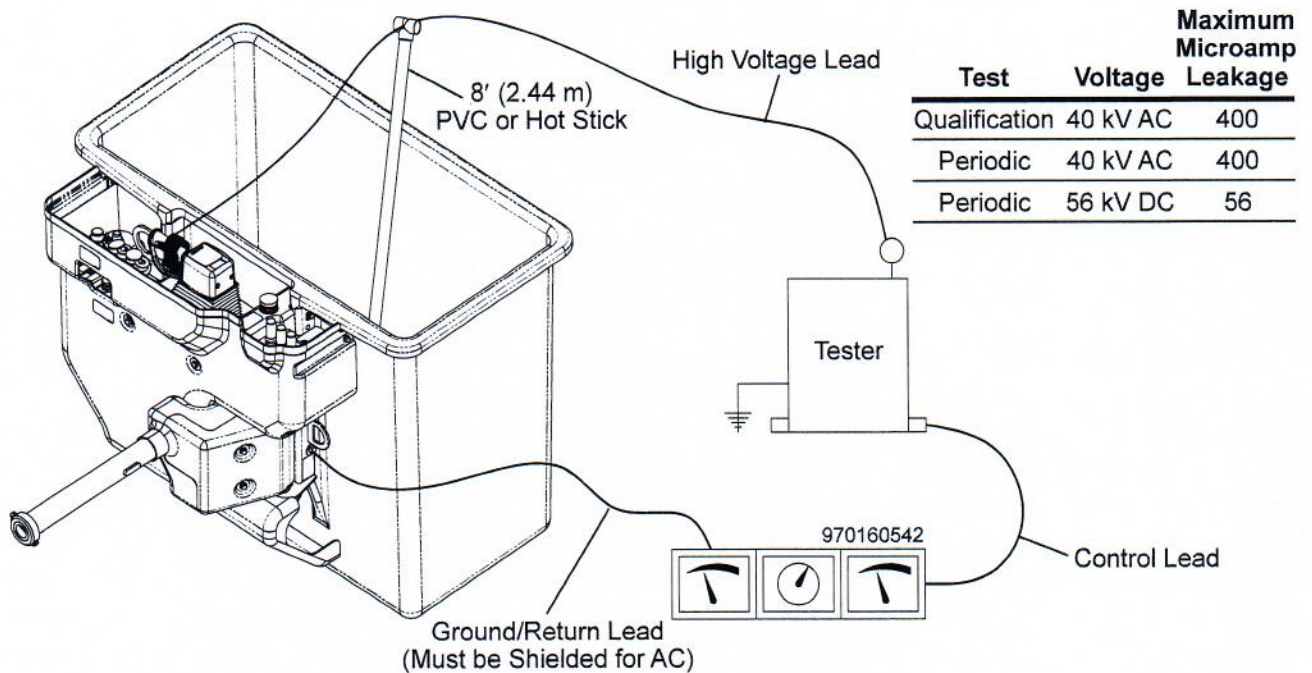
Meter receptacle and connections condition (step 10 from procedure) _____

Pass X Fail (reason) _____

Comments _____

Signature of technician BRIAN ROSANO Date of test 11-9-18

Confirmation Test of Upper Control Components With High Electrical Resistance (Green Single Handle) (Qualification and Periodic)



This test is to verify the high electrical resistance components in the green single handle control. In some cases the high voltage test lead may short circuit to other nearby conductive components. First, verify that provided covers in the control area are intact. Then place insulating material(s), such as a piece of insulating blanket or liner, under and to the sides of the spring which wraps the high voltage test connections to prevent short circuiting from happening. For AC testing it is recommended that the high voltage test lead be elevated on an 8' (2.44 m) PVC pole or hot stick to reduce the capacitive leakage that is unrelated to the focus of the test. Also for AC tests, use only a shielded return lead to further reduce capacitive leakage.

1. Read and understand the dielectric test information in the Maintenance Manual and ANSI standard.
2. Insulate the vehicle from ground by placing polyethylene pads beneath each tire and outrigger leg.
3. Upper control components must be clean and dry (including inside/outside of bellows) prior to testing. Use isopropyl alcohol to clean.
4. Wrap a 0.375" to 1.000" diameter spring around the control handle as shown. Conductive aluminum foil may be used in lieu of a spring. Keep the tail of the spring away from conductive components.
5. Attach the high voltage lead (insulated from ground) to the spring on the control handle as shown.
6. Attach the ground/return lead to the control base or platform mounting bracket. This lead must contact a bare metal surface. (The bellows must be in place for this test.)
7. It is not necessary to raise or extend the upper boom. The platform may be tested near the tailshelf for easier access.
8. Do not use cancel (null) circuit if the tester is so equipped.
9. To test the control, gradually increase the voltage (refer to the chart). Hold at the appropriate voltage for three minutes continuously. If flashover occurs or the leakage rate exceeds the appropriate microamps from the chart, the control has failed the test. Record leakage reading.

Test type Qualification _____ Periodic X Test conducted AC _____ DC X

Service request # 3384506 Model # AT40G Serial # 0513EY0316

Test device # PTS-100

Curb side control leakage reading (microamp) .08 Street side control leakage reading (microamp) _____

Pass X Fail (reason) _____

Comments _____

Signature of technician BRIAN ROSANO Date of test 11/09/2018

BIDDING SCHEDULE

DESCRIPTION	UNIT PRICE BID
Tree Trimming, including all labor and equipment, for an hourly rate per crew member (minimum three (3) person crew), for all hours worked on working and non-working days.	\$ <u>107.55 per person</u> (Per Hour)

The undersigned, as bidder, declares that he has examined thoroughly the entire contract documents herein contained, and that this bid 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 proposes and agrees, if this bid is accepted, that he will contract with the City of Ukiah, Mendocino County, California, in the form of a copy of the agreement herein contained to provide all necessary machinery, tools, apparatus, and other means of performance, to furnish all material; to provide all superintendence, overhead expenses, and all labor and expenses of whatever nature necessary for tree trimming at various locations for the City of Ukiah, in conformity with the specifications and other contract provisions herein, or reasonably implied thereby 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 Director of the Electric Department.

We, the undersigned, further agree, if this bid shall be accepted, to furnish the required Proof of Insurance within ten (10) working days after written notice that the bid has been accepted, and if the undersigned shall fail to contract, as aforesaid, it shall be understood that he has abandoned the contract, and that, therefore, this bid shall be null and void.

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 Worker'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 declares they are familiar with these specifications for tree trimming and has carefully read the requirements, checked all of the figures, and accepts full responsibility for any error or omission.

Submitted by, (check one)

☐ Individual Owner ☐ Partnership ☒ S Corporation ☐ Other

Legal Name of Contractor: Family Tree Resource, Inc.

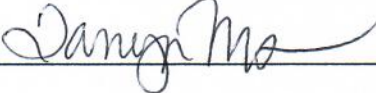
Address of Contractor: 41701 N. Highway 101 PO Box 1501 Laytonville, CA 95454

Contractor License No.: 1048457 Expiration Date: 12/31/21 Tax ID#: 83-2556495

640013 (Family Tree Service, Inc. exp 2/28/2020)
Department of Industrial Relations Public Works Registration #: 1000063135

Phone Number: 707/272-8668 Fax Number: 707/984-8246

By: Tanya Musgrave Print or Type Name,
(Title) President

 (Signature)

Date: 1/22/2020

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 22nd January, ~~2019~~ 2020

Signature of Bidder, with Business Address:



41701 N. Highway 101 PO Box 1501
Laytonville, CA 95454

(The bidder shall execute the certification of this page at the time of submitting his bid.)

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
Family Tree Service, Inc	640013	1000031508	PO Box 1325 Laytonville CA 95454	tree trim & removal
Precision Crane	440078	1000013875	7590 Conde Ln Windsor, CA 95492	crane work

CITY OF UKIAH
Mendocino County, California

AGREEMENT

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS

THIS AGREEMENT, made this 22 day of January 2020, ~~xxx~~ 2019, by and between the City of

Ukiah, Mendocino County, California, hereinafter called the City
and

Family Tree Resource, Inc.

hereinafter called the Contractor,

1. The Contractor hereby agrees with all the terms and conditions contained in the Agreement, to pay all necessary taxes, insurance and bonds, and to furnish all of the labor, materials, transportation, equipment, services, and incidentals necessary to complete, in a workmanlike manner, the tree trimming at various locations for the City of Ukiah, as per the bid submitted by the Contractor which is herein incorporated by reference.
2. The City hereby agrees to pay and the Contractor agrees to accept \$ 107.55 pp per hour based on a minimum three person crew in consideration of the full and complete performance of the work in accordance with the bid of the Contractor.
 - 2.1 Rate shall be firm for the entire term of contract.
 - 2.2 Based on notice from City of the annual budget for tree trimming services under this Contract, Contractor shall monitor the hours of work performed during the course of each fiscal year and notify the City, when the amount billed or billable under the contract in that fiscal year equals 85% of the amount budgeted for that year. Contractor shall not incur additional costs or perform additional billable hours prior to receiving instructions from the City and shall not be entitled to payment for services in excess of the amount budgeted by the City for contract services in that fiscal year without prior written approval from the City.
 - 2.3 Payments may be withheld on account of (1) defective work not remedied; (2) claims filed by third parties; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (4) the unpaid balance of the contract sum; (5) damage to that City or another contractor; (6) reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay, or (7) persistent failure to carry out the work in accordance with the Contractor Documents.
 - 2.4 Final payment shall not become due until ten (10) working days after the City accepts the work completed and the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all cost and reasonable attorney fees.
 - 2.5 Acceptance of final payment by the Contractor, shall constitute a release and waiver of any claims for additional compensation by the Contractor, except for claims submitted in writing by the Contractor prior to final payment which remain unsettled at the time of final application for payment.
3. Term of Agreement. Contractor shall commence performance of services as required upon receipt of a Notice to Proceed from the City. This agreement shall be in effect for three (3) years from the date it is fully executed.
4. Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3)

- acceptance by City. Contractor shall be liable for any loss or damage to any work in place, or to any person, materials, or equipment of the worksite(s) caused by him, his agents, employees or guests.
11. In the event action is instituted for the enforcement of any term or condition of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees in said suit, in addition to costs and reasonable expenses incurred in the prosecution of said suit.
 12. If the Contractor shall neglect to prosecute the work properly, or fail to perform any provisions of this contract, the City may, after three days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
 13. Contractor guarantees all equipment, material, supplies, and work furnished on the job against defective construction or workmanship for a period of one year following completion of the project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.
 14. Contractor will conform to applicable California Administrative Code Title 8 and regulations, also ANSI, Z133 for Tree Care Operations.
 15. Contractor will keep a tree trimming report and time card of each tree trimmed. See Exhibit C. These reports and time cards will be submitted to the City of Ukiah on a weekly basis. Contractor will submit pay applications on a fifteen (15) working day schedule.
 16. That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.
 - a. Notice to Bidders
 - b. Contractor Qualification Statement
 - c. Specifications
 - d. Bidding Schedule
 - e. Worker's Compensation Certificate
 - f. List of Proposed Subcontractors
 - g. Exhibit A (Indemnification)
 - h. Exhibit B (Insurance Requirement for Contractors)
 - i. Exhibit C (Time Card for Contract Work)
 - j. Exhibit D (City of Ukiah Tree Management Guidelines)
 - k. Exhibit E (Land Mark Tree Program Guidelines and Policies)

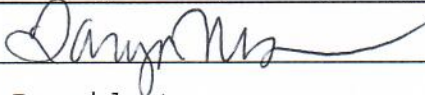
IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this 22 day of January, ~~2019~~ 2020

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____ CITY
MANAGER, CITY OF UKIAH

Attest: _____ CITY CLERK,
CITY OF UKIAH

By: Tanya Musgrave , Family Tree Resource, Inc. CONTRACTOR

Attest:  _____

Title: President

The foregoing contract is approved as to form and legality this _____ day of _____, 2019.

CITY ATTORNEY, CITY OF UKIAH

EXHIBIT "A"

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on January 22,
2020, by and between the City of Ukiah (Ukiah) and Family Tree Resource, Inc.
(Contractor).

Contractor is

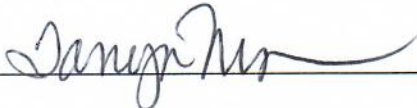
Family Tree Resource, Inc-- tree trimming & tree
removal contractor for Ukiah.

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: President, Family Tree Resource, Inc.

FAMILY TREE RESOURCE, INC.



LICENSE 1048457

January 22, 2020

To Whom it may concern;

On November 13, 2018, Greg and Tanya Musgrave created a new business, Family Tree Resource, Inc., with the California Secretary of State registration number C4212117. At that time, Family Tree Service began the separation of the "Resource Division" to become a separate entity with separate EIN, Insurance, Licensing, staff & equipment to satisfy supplier diversity efforts for contractual obligations. The new company, Family Tree Resource, Inc. began operations January 1, 2019 and is actively pursuing SBE, WMBE and HUD Zone registration and certifications which are pending government approval.

Family Tree Service, Inc. (CSLB #640013) continues to operate under contract with sole focus on long time customer PG&E. Family Tree Resource, Inc. (CSLB #1048457) business objectives focus on residential, commercial, municipality and some subcontracting to Family Tree Service to help support specific PG&E work for special projects as approved by PG&E. All FTR employees were originally FTS employees. "Tree trim crew employees" of both organizations are Utility Line Clearance qualified members of IBEW Union Local 1245.

Greg Musgrave is 100% owner of Family Tree Service, Inc. & Tanya Musgrave is an Executive of Family Tree Service with signature authority. Greg Musgrave is also 49% owner of Family Tree Resource, Inc. & Tanya Musgrave is 51% Owner and President. Both companies share the same support personnel including Accounting, Human Resources, Safety, Quality, Fleet Vehicle, Order Supply, and Executive Management. Tanya oversees all operations activities for both Family Tree Service, Inc. and Family Tree Resource, Inc including, but not limited to: New Business Development, Quotes, Payroll, Accounts Receivable/Payable, Human Resources, Hiring, Safety, Training and Equipment Maintenance.

The two companies occupy the same physical buildings
Corporate Office: 41701 North Highway 101 Laytonville, CA 95490
Business Office: 1155 South Main Street Suite 107 Willits, CA 95490

But there are different mailing addresses and different EIN numbers.
Family Tree Service, Inc. – PO Box 1325 Laytonville CA 95454 EIN 41-2075122
Family Tree Resource, Inc. – PO Box 1501 Laytonville CA 95454 EIN 83-2556495

If you need any additional information, please contact:
Tanya Musgrave, President, 707/272-8668 tmusgravefts@gmail.com
Greg Musgrave, Vice President 707/489-1989 gregoryjmusgrave@gmail.com

Thank you
Tanya Musgrave, President
Family Tree Resource, Inc.



PO Box 1501
41701 North Hwy 101
Laytonville, CA 95454
USA

PHONE 707/272-8668
FAX 707/984-8246
EMAIL tmusgraveftr@gmail.com
WEB SITE www.familytree-service.com

Fact Sheet



Family Tree Resource, Inc.

EIN Number (Employer Identification Number) 83-2556495
Contractor License Number:1048457 Class:C61/D49 Expires:12/31/21

- California Business Entity C4212117 effective 11/13/18
- TCIA Utility Line Clearance and Residential Accreditation # CA-CA-077 expires 8/08/2021
- ISA Member 280890 Expires 12/05/2020
- ISNET # 400-852570 Grade B
- Licensed Timber Operator # A11612 Expires: 12/31/19 (Family Tree Service, Inc)
- DIR (Dept. of Industrial Relations) Number 1000063135 Expires 6/30/20
- Bonded through Suretec Indemnity Co Bond # 140260 \$15,000
- Workers Compensation Insurance Policy Number CST5017816 Expires 11/15/2020
- NCAIS number 561730 Landscaping Services , NCAIS number 115310 Forestry Support Activities
- SIC number 0783 Ornamental Shrub and Tree Service
- DUNS # 116934149

Annual Revenue \$1.8M

Number of employees 12

Insurance:

Hub International Insurance Services, Inc.

POBOX 3310 Santa Barbara, CA 95454 Phone: (805)682-2571

Commercial General Liability policy number: ARBML1000048000 expires 11/15/2020

Automobile Liability policy number ARBML1000048000 expires 11/15/2020

Excess Liability policy number CCP865019 expires 11/15/2020

Loggers Broadform Insurance LSGL1041 expires 4/4/20 (Family Tree Service, Inc)

Banking Reference:

Savings Bank of Mendocino routing 121104063

Mailing Address: PO Box 3600, Ukiah, CA 95482

Branch Manager: Donna Gradek Phone 707/462-6613

<https://www.savingsbank.com/>

Physical Address: 200 North School Street, Ukiah, CA 95482

Acct 1685000

Trade References

Willits Power Equipment

1600 South Main, Willits, CA 95490

Phone 707/459-6420 Fax 707/459-6369

Account 1009

WesSpur Tree & Equipment

2121 Iron Street, Bellingham, WA

Phone 800/268-2141 Fax 360/733-6311

Account C-245537

Quill Office Products

PO Box 37600, Philadelphia, PA 19101

Phone 800/789-8965 Fax 800/789-8955

Account C-6282784

Mailing Address: PO Box 1501 Laytonville, CA 95454

Physical Address: 41701 North Highways 101, Laytonville, CA 95454

Business Office (Billing) 1155 South Main Street Suite 107 Willits CA 95490

www.familytree-service.com

Main office phone: 707/272-8668 Main office fax: 707/984-8246

President: Tanya Musgrave

Phone: 707/272-8668

Email address: tmusgrave@familytree-service.com

Vice President: Greg Musgrave

Phone: 707/489-1989

Email: gmsgrave@familytree-service.com

Safety Manager: Jordan Laughlin

Phone: 707/489-1938

Email address: jlaughlin@familytree-service.com

Business Development: Mylinda Shaul

Phone: 707/512-0383

customerservice@familytree-service.com

Credit Accounts and Customer Reference information available upon request



FAMITRE-05

CWARR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310		CONTACT NAME: PHONE (A/C, No, Ext): (805) 682-2571 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NOVA Casualty Company	
		INSURER B: Benchmark Insurance Company	
		INSURER C: Century Surety Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			ARBML1000048000	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ARBML1000048000	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CST5017816	11/15/2019	11/15/2020	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			CCP865019	11/15/2019	11/15/2020	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

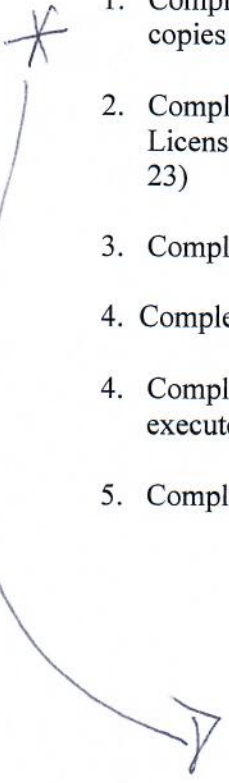
CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BIDDERS CHECKLIST

- 
1. Complete and execute Contractor Qualification Statement (page 5, 6 & 7) and attach copies of all certification and CPR Cards for employees, and Equipment Certificates.
 2. Complete and execute Bidding Schedule which includes Proposal, Contractor License, Public Works Registration Number, and Federal Tax ID number. (Page 22 & 23)
 3. Complete and execute Worker's Compensation Certificate (Page 24).
 4. Complete and execute the List of Proposed Subcontractors (Page 25)
 4. Complete the Agreement (page 26) and execute Agreement (page 28). Failure to execute the Agreement will be deemed a non-responsive proposal.
 5. Complete and execute Indemnity Agreement (Page 29).

CPR Cards for employees
available upon award

ELECTRIC UTILITY LINE TREE TRIMMING AT VARIOUS LOCATIONS							
Owner:City of Ukiah							
Bid Opening:2020-01-23				* marks an allowance Engineer's Estimate			
Bid Results - Tree Trimming							
<i>Item #</i>	<i>Item Code</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit of Measure</i>	<i>Unit Price</i>		<i>Item Total</i>
1		ELECTRIC UTILITY LINE TREE TRIMMING AT	1	HR	\$0.00		\$0.00
Bid List Total							\$0.00
Total Bid Amount							\$0.00
General Contractor:		Family Tree Resource, Inc. 41701 North Highway 101 Laytonville, CA 95454			Bidder Status: Irregular Bid		
Total Bid Amount:		\$107.55			* marks an allowance		
		<i>Bid List Name</i>	<i>Bid List Total</i>				
		<i>Bid Results - Tree Trimming</i>	\$107.55				
<i>License No</i>	<i>Expiration</i>	<i>Listed Subcontractors</i>	<i>Percent of Contract</i>	<i>Listing Amount</i>	<i>Description of Work</i>		
440078		Percision Crane 7590 Conde Lane Windsor, CA 95492			Crane Work		
640013		Family Tree Service, Inc. PO Box 1325 Laytonville, CA 95454			Tree trim and removal		
General Contractor:		Wright Tree Service of the West, Inc. 5930 Grand Avenue West Des Moines, IN 50266			Bidder Status: Non-Responsive		
Total Bid Amount:		\$297.78			* marks an allowance		
		<i>Bid List Name</i>	<i>Bid List Total</i>				
		<i>Bid Results - Tree Trimming</i>	\$297.78				



AGENDA SUMMARY REPORT

SUBJECT: Award the Purchase of a Manta All-In-One Protective Relay Tester to Associated Power Solutions, (APS) in the Amount of \$63,794.88 (EUD).

DEPARTMENT: Electric Utility **PREPARED BY:** Diann Lucchetti, Administrative Secretary

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Associated Power Solutions Bid
2. Bid Tab Relay Test Sets

Summary: Council will consider awarding the purchase of a new Manta All-in-One Protective Relay Tester in the amount of \$63,794.88 including tax and shipping, to Associated Power Solutions, (APS), of Concord, CA.

Background: The Electric Utility Department (EUD) team performs in-house testing of substation, hydroelectric plant and distribution system control and protective equipment prior to installation, commissioning, and every two years to comply with NFPA 70B standards. The EUD has been using a 1990's era Epoch test set which is obsolete in testing today's computer-based devices and is no longer being supported. The Electric Utility Department is recommending the purchase of a Manta 5100 relay test set to perform required testing and maintenance of our advanced protective relays.

Discussion: Staff researched multiple brands and models of test sets for functionality, ease of use, product support and pricing. Three testers were considered sufficient to meet the needs of the department. Four bids were received, with the low bid from Associated Power Solutions (APS) (Attachment 1) for the Manta MTS-5100. A copy of the bid tab (Attachment 2) is attached.

Recommended Action: Award the purchase of a Manta All-In-One Protective Relay Tester in the amount of \$63,794.88 to Associated Power Solutions, (APS).

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: \$375,000

PROPOSED BUDGET AMOUNT: \$63,794.88

FINANCING SOURCE: 80126100.80230.18042

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager, Mary Williamson, Buyer

Approved: 
Sage Sangiacomo, City Manager



Quotation

Manta Test Systems

4060B Sladeview Cres., Unit 1

Mississauga, ON L5L 5Y5

CAN

Phone: +1 905 828 6469 | Fax: +1 905 828 6850

Prepared For:

Scott Branson

City of Ukiah

1320 Airport Rd.

Ukiah, CA 95482 USA

sbranson@cityofukiah.com

Quote #: Q-10747-2

Date: 1/27/2019

Quote Validity: 4/15/2020

Payment Terms: N45*

Shipping Terms: EXW

Proposed Ship Date: 1-2 Weeks

Recommended Carrier: UPS

Delivery Method: Ship

End User: City of Ukiah**Your Doble Team:**

Doble Representative	Associated Power Solutions (APS)	Regional Sales Manager	Mark Teetsel
Sales Contact	Karam Singh	Direct Email	mteetsel@doble.com
Email	ksingh@aps-power.com	Direct Phone	+1 623 826 4981
Phone	925.820.8102	BDM	John Harrell
Address	5051 Commercial Circle,, Unit B Concord CA USA 94520	BDM Contact	jharrell@doble.com

QTY	PRODUCT	DESCRIPTION	SALES PRICE	EXTENDED PRICE
1	MTS-5100	All-in-one protective relay tester with direct, front panel interface for all functions with exceptional productivity boosting features including intelligent multi-phase adjustment, specific relay test modes, and graphical phasor display. Includes 4-phase AC/DC voltages, high VA 6-phase AC currents, contact/voltage inputs, contact outputs, analog transducer inputs, sequence of events recording, waveform capture capability and GPS receiver. Performs semi-automated testing, transient waveform playback, and end-to-end testing proficiently without a PC. The following options are standard on all units. • Option 10 Hard-shell shipping case, • Option 31 Test Lead Kit, • Option 40 Wireless Keyboard with mousepad, • Option 46 Short switch, • Option 12 Ethernet crossover cable, • Option 13 RS-232 Communications cable, • Option 14 RapidTest Software, • Option 17 Remote Console Software, • Option 22 GPS antenna (100ft cable) Pricing includes above mentioned accessories, all software and updates, 1 year warranty on parts, labor and calibration services. Pricing includes 5% discount.	\$61,490.00	\$58,415.50

QTY	PRODUCT	DESCRIPTION	SALES PRICE	EXTENDED PRICE
1	FREIGHT	Freight / Shipping Charges	\$195.00	\$195.00
TOTAL:				\$58,610.50

Additional Notes

Please address your p.o. to Manta Test Systems Ltd.

*Payment terms are subject to credit review.

All prices in USD. Pricing does not include shipping or sales tax.

Please forward all Purchase Orders to sales@mantatest.com. For any questions regarding this quote, please contact your Regional Sales Manager or sales@mantatest.com.

Doble hardware and software products are supplied in accordance with Doble's Master Terms. Doble Test Instruments are supplied complete with instruction manuals and all cables necessary for the ordered configuration.

THANK YOU FOR YOUR BUSINESS!

DOBLE ENGINEERING COMPANY

MASTER TERMS AND CONDITIONS

Rev.111218

1. Applicable Terms and Conditions. Doble Engineering Company, expressly including all subsidiaries, divisions, and similar affiliates, will be collectively referred to as "Doble", and the person or company purchasing Products will be referred to as "Buyer". "Goods" shall be as defined in Article 2 of the Uniform Commercial Code, as it may be amended from time to time. "Services" shall mean the work to be performed in any contract transaction except to the extent any such transaction includes the transfer of legal ownership over a Good or Goods from Doble to Buyer in exchange for money. Such transfer of ownership is hereby defined as a sale of Goods as opposed to a sale of Services. All Goods and Services sold by Doble to Buyer will be referred to as "Products". The terms and conditions stated below apply to all sales of the Products. Except for those terms and conditions identified below which are expressly subject to alternative terms set out in the applicable quote and/or order confirmation, it is expressly understood that any different or additional terms proposed by Buyer or contained on any purchase order or other document submitted by Buyer are hereby inapplicable and void and, unless expressly acknowledged and accepted by Doble in writing that no other acknowledgment by Doble of, or reference by Doble to, or performance by Doble under, any purchase order of Buyer shall be deemed to be an acceptance by Doble of any term additional or contrary to these terms or conditions. If the parties desire to incorporate any term that is different from or additional to the terms set forth herein, such agreement must be set forth in a separate writing established solely for the purpose of such amending of terms and signed by an officer of Doble. All Products containing or consisting of software ("Software Products") are furnished subject to Buyer's acceptance of the terms and conditions contained in Doble's End User Software License Agreement ("EULA") and/or Software License Agreement ("SLA") contained therein, for the applicable Software Product. Doble will provide a copy of this EULA and/or SLA in advance of any purchase, upon Buyer request. For the avoidance of doubt, the terms of this document are supplemental to any applicable Doble- issued quotation, and, in the event of any conflicts between a quotation and this document, the terms of any such quotations hereby take priority over the terms of this document.

2. Prices and Payment Terms. Doble will issue a quotation for each Product request setting forth the price of the Products. Quotations are valid for the period of time specified in the applicable quotation. Prices do not include any federal, state, provincial or local property, license, privilege, sales, use, excise, import, export, transport, VAT, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all such taxes of any nature whatsoever now or hereafter levied by any governmental authority anywhere in the world. Payment is due net 30 days from date of issuance of invoice; provided that Doble reserves the right to require alternate payment terms, dependent upon review of Buyer's credit worthiness. Doble may, in addition to any other remedy available under applicable law, charge Buyer interest at the lesser of the rate of one and one half percent (1½%) per month or the highest rate allowed by applicable law for amounts not paid within the foregoing terms. If Doble shall at any time doubt Buyer's financial condition and its ability to pay for the cost of the Product(s), Doble may demand adequate assurance of due performance or decline to make any further shipments of Goods or supply any further Services except upon receipt of cash payment in advance or security. If Doble demands adequate assurance of due performance and the same is not forthcoming within 10 days after the date of Doble's demand, Doble may, at its option: (i) continue to defer further shipments of Goods or supply of Services under any order from Buyer which has been accepted by Doble until adequate assurance is received, or (ii) cancel any outstanding orders from Buyer which have been accepted by Doble and treat as a termination by Buyer pursuant to Section 12(b) herein.

3. Security Interest. For all Buyer purchases of any equipment, Buyer hereby grants Doble a security interest in the Products, and all proceeds thereof and accessions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Doble's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Doble's security interest herein created and Buyer shall execute and deliver to Doble all Uniform Commercial Code Financing Statements ("UCCs") (or in cases where the Products are shipped to countries outside of the USA, such foreign countries functional equivalents of a UCC including the Canadian Personal Property Security Registration System, when applicable) which Doble may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Doble as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements. The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. To the greatest extent possible under applicable law, Doble shall have the remedies of a secured party under the Uniform Commercial Code in force in the Commonwealth of Massachusetts.

4. Shipping, Delivery, and Title. Except as specified in the applicable quotation and/or order confirmation, all Products will be shipped pursuant to Incoterms 2010 Ex-Works, with the delivery site for all continental United States and Canadian shipments being Watertown, MA, or other applicable Doble facility (identified at time of order). Notwithstanding the foregoing, the delivery site for all Morgan Schaffer Ltd. Products shall be LaSalle, Quebec, and the delivery site for all Manta Test Systems Ltd. Products shall be Mississauga, Ontario unless otherwise identified at the time of order. Except as specified herein this section, title and risk of loss including payment of all transportation and insurance cost pass to Buyer at Doble's door. Buyer will choose the freight forwarder, customs broker, carrier and means of delivery; provided, however that Doble, in its sole discretion, maintains the ability to reject Buyer's selection of freight forwarder, customs broker, carrier and means of delivery. If Doble rejects Buyer's selection of any of the above, Buyer will designate an alternative carrier, broker or means of delivery that is acceptable to Doble. Buyer is responsible for filing any

claims with freight forwarders, customs brokers or carriers. If the Products are to be exported, Buyer will be responsible for all export charges, consular and customs declarations and will be responsible for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Product or any goods or items which incorporate the Product if the re-export would violate either United States or Canadian export laws, as applicable. Notwithstanding that risk of loss of the Products pass to Buyer at Doble's door, the Products shall remain the personal property of Doble until fully paid for in cash by Buyer pursuant to a bona fide Doble offer for such Products, and, excepting the immediately preceding condition, the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Doble. Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Doble furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Doble shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Doble or a party duly authorized by Doble. If there is any situation where the parties desire to ship using any term different from or additional to Incoterms Ex-Works, such agreement must be explicitly set forth in a separate writing and signed by an officer or other authorized representative of Doble. Doble reserves the right to enter or have its agent enter upon a Buyer's site to recover any Products not currently purchased or licensed by Buyer but currently located on Buyer's site. Buyer must expressly declare the final destination of the Products on the applicable purchase order.

5. Inspection and Acceptance. Except with respect to Products sold by Morgan Schaffer Ltd. or as specified in Section 7 hereto, Buyer will promptly inspect a Product upon delivery. No claims for shortages will be allowed unless shortages are reported to Doble, in writing, within 10 days after delivery. Acceptance will be deemed to have occurred no later than 30 days after shipment of such Product.

6. Force Majeure. Doble will not be liable for delays in shipment or default in delivery or any failure to perform due to any cause beyond Doble's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Doble or others, fire, flood, act of God, terrorism, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

7. Warranty.

A. Sold Goods. Unless expressly stated otherwise in the applicable quotation, all Products sold by Doble are warranted to be free from defects in material and workmanship for a period of one year after shipment. During the one (1) year warranty period, upon prompt written notice of defect and confirmation that the Product has been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Doble will, at its option, repair or replace any defective products or components thereof at no additional charge, provided that the product or component is returned, shipping prepaid, to Doble. The Buyer is responsible for insuring any product or component so returned and assumes the risk of loss during shipment. Any component of a Good that is sold, but is not marketed by Doble as a Product itself, is hereby a "Part." All Parts sold by Doble are hereby Goods, except that the warranty period of Parts is limited to six (6) months. Solely regarding Morgan Schaffer Products: a) such warranty period shall be for a period of thirty (30) months from the date of the applicable shipment; b) for repaired or refurbished equipment and spare parts, such period shall be one (1) year from the date of shipment; and c) Morgan Schaffer shall pay for the transportation of returned Goods and Parts to be repaired or replaced during the applicable warranty period.

B. Leased Goods.

(i) Definition. For a recurring annual fee, or as otherwise expressly agreed by each party to this Agreement in a signed writing, Doble may provide a package of rentable equipment, Services associated with such rental, and benefits. Such combination of rented equipment, Services, and benefits are hereby, collectively, a "Lease" by name, but the legal and practical nature of the Lease shall only be as expressly set forth herein this Agreement.

(ii) Perpetual Warranty. For so long as a Lease is renewed by the parties, Doble shall, to the extent reasonably possible, promptly repair, adjust, upgrade, or replace, as Doble in its sole discretion believes the circumstances may warrant, any impaired Leased Goods returned by Buyer to Doble at Watertown, Massachusetts or other site as expressly directed by Doble:

(a) Without charge to Buyer for transportation, including handling costs where applicable, or for Doble's actual cost of repair, adjustment, or replacement, if the impairment is solely occasioned by inherent defect;

(b) on payment by Buyer of charges for transportation, including handling costs where applicable, but without charge to Buyer for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by reasonable wear and tear; and

(c) on payment by Buyer of charges for transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement, if the impairment is primarily occasioned by any cause other than inherent defect or reasonable wear and tear.

(iii) Benefits attributable to any Lease shall be as detailed in an applicable Doble-issued Lease quotation.

(iv) The option to rent Goods or Services on a yearly basis, or longer, a la carte may also be made available by Doble to Buyer, but, unless expressly stated in the quotation, any rented, but not Leased, Goods are not eligible for the Perpetual Warranty and only include a warranty, Services, or benefits as described in the quotation only.

C. Short-Term Rentals.

(i) Definition. Unless otherwise mutually agreed upon in writing, any rental of Doble Goods with an initial rental period of less than 365 days is a "Short-Term Rental."

(ii) To the extent that a Buyer that has executed a Short-Term Rental, such Buyer shall only be eligible for Perpetual Warranty service on such Short-Term Rental if the Buyer is also a current Lease purchaser. Otherwise, Buyer's Short-Term Rental shall be entitled to the sold Goods warranty described in paragraph (A) hereof, except, as to any Short-Term Rental that has not been stored, integrated, installed, operated and maintained in accordance with Doble's recommendations and standard industry practice, Buyer shall be responsible for all costs associated with transportation, including handling costs where applicable, and for Doble's actual cost of repair, adjustment or replacement.

D. Field and Development Services.

(i) Development Services Definition. Any Services offered to Buyer by Doble where Doble will develop hardware, software, or customizations of existing hardware or software, for Buyer are hereby Development Services.

(ii) Field and Consulting Services Definition. Any Services offered to Buyer by Doble where Doble must go on site to perform or where Doble is providing consulting Services and such Services are not part of an existing Lease package and do not include Development Services, are hereby Field and Consulting Services.

(iii) Standard of Performance. Doble warrants that Development Services and Field and Consulting Services (collectively "FD Services") will be performed in accordance with generally accepted professional standards. The FD Services warranty period ("FD Warranty Period") shall be for a period of twelve months from the date of Buyer acceptance, but no longer than fifteen (15) months from Doble's submission to Buyer of a final test report in the case of Field and Consulting Services or, alternatively, Doble delivery of final deliverables to Buyer in the case of Development Services, whichever comes first. During the FD Warranty Period, upon prompt written notice of nonconforming Service, Doble will reperform the nonconforming Services at no additional charge.

(a) All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.

(b) If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Doble and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.

(c) Doble only warrants that the FD Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any electrical apparatus or recommendation as to how Buyer should interpret or utilize any final reports or other deliverables.

(d) For FD Services involving installation and/or commissioning of Doble or third party instruments, software, or equipment, Doble's warranty does not apply in the event that Doble has performed, installed, or otherwise implemented the FD Services upon an electrical apparatus which has changed subsequent to the performance of the FD Services or has been damaged as a result of accident, misuse, abuse or as a result of modification by anyone other than Doble or an authorized Doble representative.

(iv) Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the FD Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming FD Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(D). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the FD Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.

E. In-House Lab Services.

(i) Materials Laboratory Services Definition. Any Services offered to Buyer by Doble where Doble will perform in-house testing of a Buyer-submitted oil, dielectric material, or other specimens is hereby "Materials Laboratory Services".

(ii) High Voltage Laboratory Services Definition. Any Services offered to Buyer by Doble's High Voltage Laboratory where Doble will perform in-house testing or investigations of Buyer-submitted instruments, parts, materials, or other equipment is hereby "High Voltage Laboratory Services".

(iii) Doble warrants that Materials Laboratory Services and Voltage Laboratory Services (collectively "Laboratory Services") will be performed in accordance with generally accepted professional standards. The warranty period ("Laboratory Warranty Period") shall be for a period of six (6) months from Doble's submission to Buyer of the final test report ("Test Report"). During the Laboratory Warranty Period, upon prompt written notice of nonconforming Service, Doble will, where applicable, reperform the Services. If, in Doble's sole discretion, the results of the reperformance are materially different from the initial results, then the reperformance shall be at no additional charge to Buyer. However, if reperformance yields materially the same results, the Buyer will be responsible for the purchase of a second testing.

(a) All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to

pay overtime for any warranty work performed outside of normal working hours.

(b) If Doble is unable or unwilling to reperform the nonconforming Services, or if reperformance does not remedy the nonconformity, Buyer may inspect all records relating to any testing provided such inspection occurs during the Laboratory Warranty Period.

(c) Doble only warrants that the Laboratory Services were performed in a professional manner. Except as may otherwise be expressly agreed by both parties in writing, Doble makes no warranty or representation as to the condition of any samples, parts, instruments, or other equipment or recommendation as to how Buyer should interpret or utilize any Test Reports or other deliverables.

(d) All samples, parts, instruments, or other equipment shipped to Doble for Laboratory Services shall be shipped to, and, if to be returned, from, Doble at Buyer's sole expense and risk of loss.

(iv) Acceptance by Buyer. Doble will submit a test report ("Test Report") to Buyer upon completion of the Laboratory Services. Within thirty (30) days of receipt of the Test Report, Buyer shall notify Doble in writing of any nonconforming Laboratory Services. Doble shall, within a reasonable time, remedy any specified nonconformity in accordance with the warranty obligations of this Section 7(E). If Buyer does not issue a notice of nonconformity, Buyer's acceptance or the Laboratory Services shall be considered final as of the thirty-first (31st) day following the date of Doble's submission of the Test Report.

F. Doble-Hosted Software Services. All software-based services hosted by Doble shall be warranted as detailed in the applicable end user license agreement for such Product.

G. Other Services. All other Services not detailed in this section shall be warranted only as detailed in the applicable quotation for such Services.

H. THE FOREGOING LIMITED WARRANTIES OF THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT SHALL DOBLE BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, PERFORMANCE, FAILURE TO PERFORM, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, OR ANY DAMAGE OR LOSS OR LOSS OF USE OF PROPERTY, EQUIPMENT OR POWER SYSTEMS OR THE COST OF CAPITAL OR THE COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF DOBLE MAY HAVE BEEN NEGLIGENT.

IN NO EVENT SHALL DOBLE'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE FACE VALUE OF THE PURCHASE ORDER IN RESPECT OF WHICH DAMAGES ARE CLAIMED. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

The remedies of the Buyer set forth herein are exclusive. No action, regardless of form, arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the cause of action has accrued. Any Products supplied by Doble but manufactured by others are warranted only to the extent of the manufacturer's warranty. Any claim for breach or warranty or other action relating to the Products must be commenced by Buyer within one year after the date of shipment of the Products.

Doble warrants that any Product purchased by Buyer hereunder will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of claim regarding defect to title, Buyer shall promptly notify Doble and Doble, at its expense, will defend the title to any affected Product or part and if unsuccessful will promptly provide to Buyer at no cost, replacement parts or equipment which complies with this warranty.

8. No Rights in Doble's Trademarks. Buyer shall not have any ownership right, title or interest, express or implied, in the intellectual property, trademarks, trade names, service marks, logotype, advertising and/or designs, markings or other commercial symbols associated with the Products, including but not limited to the name "Doble" (collectively, "Trademarks") and expressly acknowledges Doble's exclusive right, title and interest in the Trademarks.

9. Patent Infringement.

A. Doble shall, at its expense, defend any suit brought against Buyer based on a claim that any Product furnished by Doble pursuant to this Agreement constitutes an infringement of any United States or Canadian patent, and Doble shall pay all judgments and costs recovered against Buyer in any such suit and shall reimburse Buyer for costs or expenses incurred by Buyer in the defense of any such suit, provided that Buyer gives Doble prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such Product is held to constitute infringement, and the use of the Product is enjoined, Doble shall, at its option: (i)

procure for Buyer the right to continue using the Product; (ii) replace it with non-infringing Product; (iii) modify it so it becomes non-infringing; or (iv) refund the price paid by Buyer for the Product and direct the Buyer to return the Product, at Doble's expense or to destroy the Product.

- B. Doble's liability for patent infringement shall not apply to: (i) any Products supplied according to any custom design specified or required by Buyer; or (ii) any Modifications of or to the Product or combinations of the Product with another product not furnished by Doble. If a suit is brought against Doble on account of the items set forth in this section 10B(i) or (ii) above, Buyer shall indemnify Doble in the same manner and to the same extent that Doble would indemnify Buyer pursuant to paragraph 10A.

10. Transfer of Products by Buyer. In the event Buyer transfers to a third party any purchased Product supplied hereunder or any right or interest therein, Buyer agrees to indemnify, defend and save Doble harmless from any and all liability of Doble to such transferee or any subsequent transferee in excess of what Doble's liability would have been if such transferee had been bound by these Terms and Conditions of Sale in the same manner as Buyer.

11. Delay or Termination.

- A. **Delay requested by Buyer.** Buyer may request that the delivery date for an order or for certain Products within an order be delayed or rescheduled. If Doble accepts such request and delays or reschedules shipment or performance, Buyer agrees to pay Doble for any fees Doble may charge and/or costs Doble incurs for accepting such delay or rescheduling. In addition, if the prices of the Products change during the period in which delivery of the order is delayed, Doble shall be entitled, at its option, to charge Buyer the prices in effect at the time the Products are shipped or performed, instead of the prices in effect at the time the order was placed. Any order held, delayed, or rescheduled beyond a reasonable period of time may be treated by Doble as a Buyer termination under section (b) below.
- B. **Termination of Orders by Buyer.** Products cannot be returned, and orders once accepted cannot be cancelled, without Doble's prior specific written consent (and at Doble's sole and absolute discretion). Goods authorized for return and/or Doble approved cancellation orders shall be subject to handling, restocking and/or cancellation charges which will include indemnification of Doble against all direct incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; material or personnel expenses of Doble; and lost profits. Payment for restocking and cancellation charges shall be made within 15 days from date of invoice. Buyer shall be responsible for any loss related to or any additional fees that may become applicable due to Buyer's failure to return any Goods to Doble with a clearly marked, Doble-issued, return merchandise authorization (RMA) number, regardless of whether such Goods was received by Doble. Unless otherwise specified in the applicable quotation, in the case of Lease, rented equipment, and other ongoing Services extending for a year or more, Buyer's order for such Services shall automatically renew at Doble's then current rates at the end of any term unless Buyer advises Doble of its desire to terminate prior to 60 days before the end of a current billing term.
- C. **Delay for reasons beyond Doble's Control.** When Products are ready for shipment and shipment cannot be made because of reasons beyond Doble's control, Doble shall submit an invoice for such Products payable upon receipt thereof and shall, upon written notice to the Buyer, store such Products for Buyer's benefit. In such event, the following conditions shall apply: (i) Products will be stored in a segregated area and tagged as property of Buyer; (ii) Risk of loss of the Products shall pass to the Buyer upon moving the Products to the segregated storage area; and (iii) All expenses incurred by Doble in connection with the storage of products, including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by the Buyer upon submission of invoices by Doble.
- D. **Termination of Orders by Doble.** For any material breach of these terms and conditions by Buyer, Doble shall have the right to cancel any order at any time without penalty by written notice to the Buyer.

12. Buyer's Premises. If in connection with the sale of the Products, Doble is required to perform any work in Buyer's premises, Buyer will be solely responsible for isolation and disconnection of any equipment or apparatus to be tested, if applicable. Buyer will be responsible for the supervision, control, health and safety of Buyer's personnel. Buyer will comply with and ensure that its personnel are properly trained and licensed under all laws and regulations relating to health, safety and/or the environment that are applicable in the Buyer's country and jurisdiction including federal, state, and local laws (or international equivalent) and any revisions to such laws or successor legislation. In the event Buyer fails to provide a working environment that meets the requirements set forth herein, such failure is hereby deemed a material breach and Doble has the right to terminate any such order in accord with Section 11(D).

13. Product Notices. Buyer shall provide all direct users or purchasers of any Doble equipment (including its employees) with all Doble supplied product notices, warnings, instructions, recommendations, and similar materials.

14. Limitation on Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Doble shall have the right to subcontract or delegate any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.

15. Choice of Law. The rights and remedies of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of the terms and conditions herein shall be exclusively in state or federal courts located in Massachusetts, United States of America. Prior to initiation of any legal action by either party, the parties shall attempt in good faith to resolve any dispute promptly by negotiation between their duly authorized representatives. In connection with such negotiations, the parties agree to honor reasonable requests for information and to meet within 30 days of a request by the other party at a mutually acceptable time and place. Notwithstanding the provisions of this section, (i) in the case where the Doble contracting party is Morgan Shaffer Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Quebec, Canada and the federal laws of Canada applicable therein; and (ii) in the case where the Doble contracting party is Manta Test Systems Ltd. and provided that the applicable transactions solely take place within Canada, the rights and remedies of the parties hereunder shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods, including its adoption by the Province of Ontario under the International Sales of Goods Act (Ontario), shall not apply to the Agreement.

16. Compliance with Laws. Each party agrees to comply with all applicable local, state and federal laws and executive orders and regulations in the performance of this Agreement. Each party shall indemnify the other party against any loss, cost, damage or liability by reason of such party's violation of this section.

17. Legal Fees. In the event of any litigation arising herefrom, Doble shall be entitled to recover from Buyer all reasonable legal fees, costs and expenses incurred by Doble in enforcing any of Doble's other rights hereunder.

18. Waiver. Waiver by Doble of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.

19. Confidentiality. In connection with the performance of this Agreement, the parties may share and/or exchange proprietary, sensitive and confidential business information with one another. This may include, but is not limited to, know-how, documents, designs, drawings, processes, bills of material, specifications, proposed pricing or other information that is conspicuously marked as proprietary ("Proprietary Information"). Without limiting the generality of the foregoing definition, the parties specifically acknowledge that all Buyer specific information relating to Buyer's assets is deemed Proprietary Information. Each party is required to hold the other party's Proprietary Information in the strictest confidence; to protect it from disclosure and unauthorized use; to not release it to any third party without the disclosing party's express written consent; and to only use such Proprietary Information in connection to perform its obligations under this Agreement. Doble will be permitted to retain technical data for the sole purpose of creation of statistical models showing representative characteristics of operating data, but without any specific links or identification to the Buyer, the Buyer's Assets or configuration in which the asset was originally linked.

20. Exceptions and Special Terms. Subject to Section 1, no requested alterations to the terms of this Agreement shall be valid except by Doble's express authorization. Any such mutually agreed-upon alterations to the terms of this Agreement shall be set forth in a separate schedule, which shall be deemed Schedule A to this document and will and must be signed by both parties and include the full legal names of both parties and the date of signing. Such Schedule A shall be effective as to the later of the two dates in the signature block.

21. Entire Agreement. This document, together with the applicable quote and/or order confirmation, contains the entire agreement between Doble and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.

22. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof. Notwithstanding the foregoing, to the extent the rights and remedies hereunder are governed by Canadian law in accordance with Section 15, if any section, subsection, sentence or clause hereof shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of these terms and conditions as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this shall remain unimpaired and in full force and effect.¹

23. Timely On-Site Performance by Doble. Any timely on-site performance by Doble is contingent upon Buyer providing Doble with: (i) an appropriate work area; (ii) unrestricted access to Buyer's assets (which will be isolated and disconnected by Buyer, if applicable); (iii) all required technical information and data, including drawing approvals, and required commercial documentation; (iv) removal or remedy of obstructions to or interruptions in the performance of the Services; (v) any special instrument necessary for the performance of the Services as specified in the quotation and (vi) the support of Buyer's employees, as needed.

24. Choice of Language. The parties have requested and do hereby confirm their request that the present contract be in English only. LES PARTIES DECLARENT QU'ILS ONT EXIGÉ ET PAR LES PRESENTS CONFIRMENT LEUR DEMANDE QUE CE CONTRAT SOIT REDIGÉ EN ANGLAIS SEULEMENT.

Electric Utility Department Bid Tab -Relay Test Sets									
Attachment 2									
Description	QTY	Manta - APS		Manta c/o Young & CO		Doble c/o Young & Co		Megger	
Manta Relay Test Set MTS-510	1	58415.50	58415.50	67639.00	67639.00	86933.00	\$86,933.00		0.00
Doble Relay Test Set F6150SV	1		0.00		0.00		0.00		0.00
Megger Relay Test Set SMRT46	1		0.00		0.00		0.00	65175.00	65175.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00
Sub-TOTAL			\$58,415.50		\$67,639.00		86933.00		65175.00
Freight			195.00	PP&A No Quote		PP&A No Quote		PP&A No Quote	
Sales Tax 8.875%			\$5,184.38		\$6,002.96		\$7,715.30		\$5,784.28
TOTAL			\$63,794.88		\$73,641.96		\$94,648.30		\$70,959.28
OPTIONS:									
Cert of Calibration									565.00
24 month Ext Warranty									6517.50



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Enter into an Agreement with the US Army Corps of Engineers for an Easement to Construct a Storage Facility on the Lake Mendocino Hydroelectric Plant Property. (EUD)

DEPARTMENT: Electric Utility **PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Hydro Storage Building Easement

Summary: The City of Ukiah Electric Utility is seeking approval for an easement with the US Army Corps of Engineers (USACE) for the construction of a storage facility on the Lake Mendocino Hydroelectric Plant property.

Background: The Lake Mendocino Hydroelectric Plant (Plant) became operational in 1986 and is located at the base of the Coyote Valley Dam. The Hydro Plant provides up to 12% of the City's energy needs with green, renewable energy. The City of Ukiah is responsible for maintaining and operating the Plant. Material and equipment needed for the ongoing maintenance and repair of the plant is currently stored outside in the weather and beneath the stairway in the plant. Degradation of the material and equipment stored outside is apparent and the space under the stairway is limited and not suitable for larger items. Due to a lack of adequate storage, much of what is needed to perform general maintenance and repair is stored off site.

In 2019, staff entered into discussions with the USACE regarding construction of a storage building inside the City's gated portion of the Plant.

In order to store and maintain materials, tools and equipment for Plant maintenance, a 25' X 40' building is planned. The building will provide adequate space for storage, some work space for maintenance activities, and a bathroom. In addition, a communications room will be included to house the critical communications for the Plant.

Discussion: Attached is a proposed easement agreement (Attachment 1) from USACE for 30 years, expiring in December 2049. The agreement has been reviewed by the City Attorney. Staff will return to Council with proposals for building construction.

Staff is recommending that Council authorize the City Manager to negotiate and enter into an Easement Agreement with USACE for the construction of a storage facility on the Lake Mendocino Hydro Plant property.

Recommended Action: Authorize the City Manager to negotiate and enter into an Easement Agreement with the US Army Corps of Engineers (USACE) for the construction of a storage facility on the Lake Mendocino Hydro Plant property.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney

Approved: 
Sage Sangiacomo, City Manager

NO. DACW05-2-19-511

**DEPARTMENT OF THE ARMY
EASEMENT FOR STORAGE STRUCTURE RIGHT-OF-WAY
LOCATED ON
LAKE MENDOCINO PROJECT
MEDOCINO COUNTY, CALIFORNIA**

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to, the City of Ukiah, California, a duly constituted Municipality, duly organized, existing, and acting pursuant to the laws of the State of California, hereinafter referred to as the Grantee, an easement for a storage structure and connection to an existing water line, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of thirty (30) years beginning on January 1, 2020, and ending on December 31, 2049.

2. CONSIDERATION

This easement is granted without monetary consideration, such action having been determined to be in the public interest, in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the City of Ukiah, Attention: Electric Utility Director, 300 Seminary Avenue, Ukiah, California 95482, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 1325 J Street, Sacramento, California 95814, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, San Francisco District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the 9841753United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other

material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

14. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

15. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted

interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

16. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

17. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

18. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will

document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

-----NO CONDITIONS FOLLOW-----

EASEMENT NO. DACW05-2-19-511

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2019.

Adam B. Olson
Chief, Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 2019.

Signature

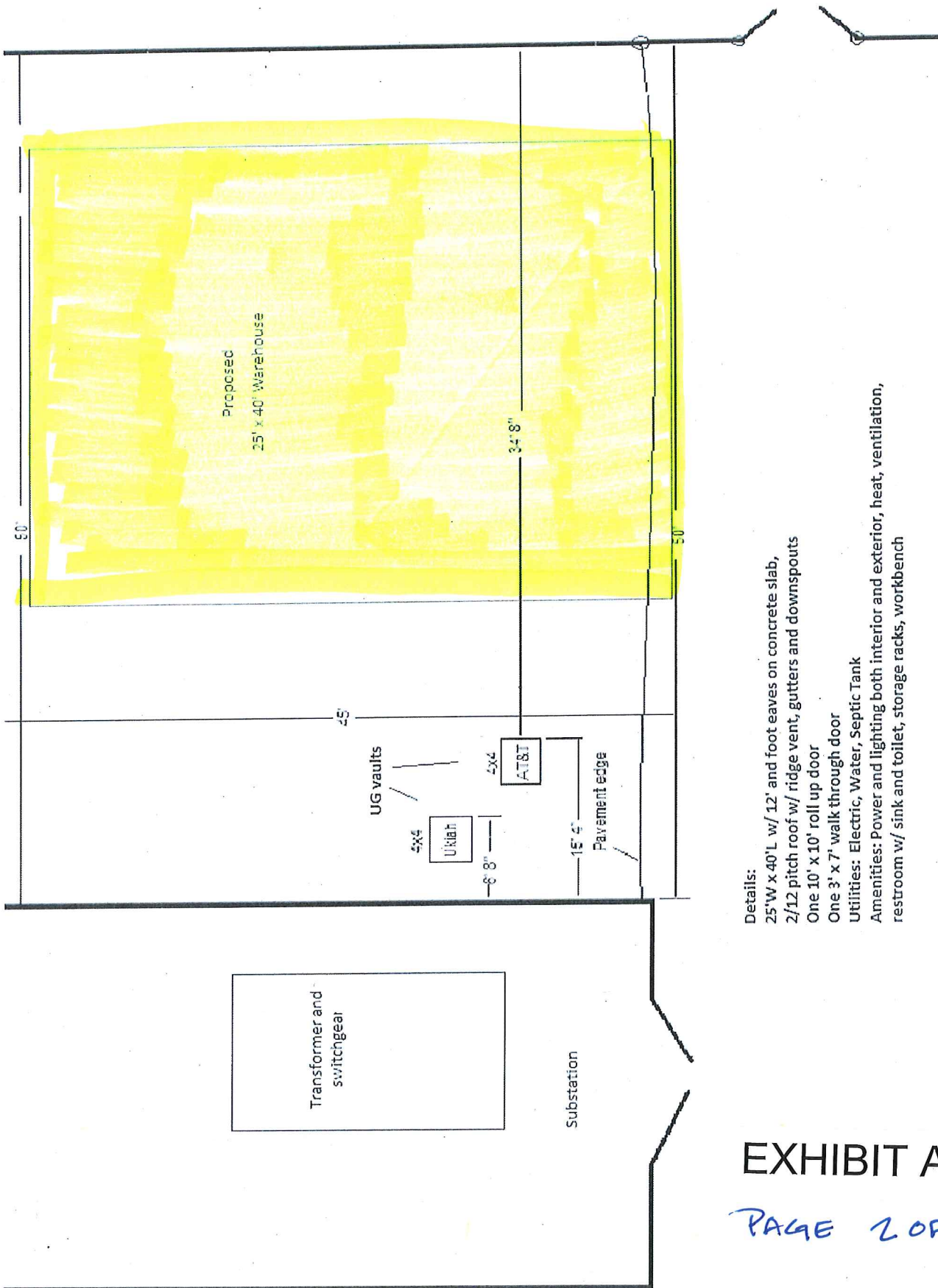
Printed Name

Title

[illegible]

PAGE 1 OF 2

Sheet 1



Details:
 25'W x 40'L w/ 12' and foot eaves on concrete slab,
 2/12 pitch roof w/ ridge vent, gutters and downspouts
 One 10' x 10' roll up door
 One 3' x 7' walk through door
 Utilities: Electric, Water, Septic Tank
 Amenities: Power and lighting both interior and exterior, heat, ventilation,
 restroom w/ sink and toilet, storage racks, workbench

EXHIBIT A

PAGE 2 OF 2



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to Finance the Purchase of a Skeeter Type V Wildland Fire Engine, and Approve Corresponding Resolution.

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

ATTACHMENTS:

1. Resolution - rev. 2/17/20
2. City of Ukiah - Document Package

Summary: Council will consider authorizing the City Manager to execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of a Skeeter Type V Wildland Fire Engine, and approve corresponding Resolution.

Background: On December 19, 2018, Council approved the purchase of one (1) Skeeter Type V Wildland Fire Engine from Golden State Fire Apparatus in the amount of \$227,668.61. The order was placed on December 20, 2018. The delivery of the unit was estimated at 365 days.

The unit is now ready for the Ukiah Valley Fire Authority to take possession of, and will require payment at the end of this month.

Discussion: The resolution requiring approval in order for the City Manager to execute the Municipal Lease Agreement is provided as Attachment 1, and the balance of the agreement documents is provided for as Attachment 2.

If approved, the agreement will be for 10-years at an interest rate of 2.39%, with semi-annual payments of \$12,872.

This fire engine was originally planned in the 5-year Capital Improvement Plan as a financed item, and has been budgeted for in accounts 10021210.74500.V2671 (principal payments) as well as 10021210.74501.V2671 (interest payments).

Recommended Action: Authorize the City Manager to execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of a Skeeter Type V Wildland Fire Engine, and approve corresponding Resolution.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 10000000.74500.V2671: \$20,200; 10000000.74501.V2671 \$9,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: P.O. 45813

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURCHASE OF FIRE ENGINES AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS

WHEREAS:

1. The City has determined to acquire one Skeeter Brush Truck, Type 5 Engine ("the Equipment") as an essential component of the City's Fire Department and the provision of fire protection in the City and in the Ukiah Valley Fire District; and

2. The City Council has determined that acquiring the Equipment under a Master Lease Agreement (" Lease") and accompanying Equipment Schedule (" Schedule") with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance (" Umpqua") is in the best interests of the City; and

3. Under the Lease, the City will assign to Umpqua the City's rights, but not its obligations, to acquire the Equipment and Umpqua will lease the Equipment to the City pursuant to the terms set forth in the Term Sheet, attached hereto as Exhibit A; and

4. The City will be obligated under the Lease and accompanying Schedule with Umpqua to make semi-annual lease payments which will total the purchase price of the Equipment plus interest, provided the City Council appropriates funds each year to make the lease payments;

NOW, THEREFORE, BE IT RESOLVED that:

1. The purchase of the Equipment from Pierce Manufacturing Inc. for the total amount of \$227,606.56, including sales tax, is hereby approved.
2. The City Manager is hereby authorized and directed to negotiate and execute on behalf of the City a Lease, Schedule and related documents that finance the purchase of the Equipment in accordance with the Term Sheet, attached hereto as Exhibit A, subject to legal review by the City Attorney.

PASSED AND ADOPTED on February 19, 2020, by the following Roll Call Vote:

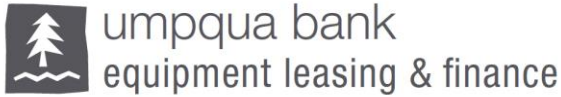
AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor



MUNICIPAL LEASE-PURCHASE AGREEMENT PAYMENT SCHEDULE

<u>Date</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Option to Purchase</u>
3/1/2020	\$ -	\$ -	\$ -	\$ 1.00
4/1/2020	\$ -	\$ -	\$ -	\$ 1.00
5/1/2020	\$ -	\$ -	\$ -	\$ 1.00
6/1/2020	\$ -	\$ -	\$ -	\$ 1.00
7/1/2020	\$ -	\$ -	\$ -	\$ 1.00
8/1/2020	\$ -	\$ -	\$ -	\$ 1.00
9/1/2020	\$ 12,872.00	\$ 10,134.27	\$ 2,737.73	\$ 1.00
10/1/2020	\$ -	\$ -	\$ -	\$ 1.00
11/1/2020	\$ -	\$ -	\$ -	\$ 1.00
12/1/2020	\$ -	\$ -	\$ -	\$ 1.00
1/1/2021	\$ -	\$ -	\$ -	\$ 1.00
2/1/2021	\$ -	\$ -	\$ -	\$ 1.00
3/1/2021	\$ 12,872.00	\$ 10,256.17	\$ 2,615.83	\$ 1.00
4/1/2021	\$ -	\$ -	\$ -	\$ 1.00
5/1/2021	\$ -	\$ -	\$ -	\$ 1.00
6/1/2021	\$ -	\$ -	\$ -	\$ 1.00
7/1/2021	\$ -	\$ -	\$ -	\$ 1.00
8/1/2021	\$ -	\$ -	\$ -	\$ 1.00
9/1/2021	\$ 12,872.00	\$ 10,379.54	\$ 2,492.47	\$ 1.00
10/1/2021	\$ -	\$ -	\$ -	\$ 1.00
11/1/2021	\$ -	\$ -	\$ -	\$ 1.00
12/1/2021	\$ -	\$ -	\$ -	\$ 1.00
1/1/2022	\$ -	\$ -	\$ -	\$ 1.00
2/1/2022	\$ -	\$ -	\$ -	\$ 1.00
3/1/2022	\$ 12,872.00	\$ 10,504.29	\$ 2,367.62	\$ 1.00
4/1/2022	\$ -	\$ -	\$ -	\$ 1.00
5/1/2022	\$ -	\$ -	\$ -	\$ 1.00
6/1/2022	\$ -	\$ -	\$ -	\$ 1.00
7/1/2022	\$ -	\$ -	\$ -	\$ 1.00
8/1/2022	\$ -	\$ -	\$ -	\$ 1.00
9/1/2022	\$ 12,872.00	\$ 10,630.74	\$ 2,241.27	\$ 1.00
10/1/2022	\$ -	\$ -	\$ -	\$ 1.00
11/1/2022	\$ -	\$ -	\$ -	\$ 1.00
12/1/2022	\$ -	\$ -	\$ -	\$ 1.00
1/1/2023	\$ -	\$ -	\$ -	\$ 1.00
2/1/2023	\$ -	\$ -	\$ -	\$ 1.00

UBELFCAPS-MUNI-110117A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

3/1/2023	\$	12,872.00	\$ 10,758.61	\$ 2,113.40	\$	1.00
4/1/2023	\$	-	\$ -	\$ -	\$	1.00
5/1/2023	\$	-	\$ -	\$ -	\$	1.00
6/1/2023	\$	-	\$ -	\$ -	\$	1.00
7/1/2023	\$	-	\$ -	\$ -	\$	1.00
8/1/2023	\$	-	\$ -	\$ -	\$	1.00
9/1/2023	\$	12,872.00	\$ 10,888.02	\$ 1,983.99	\$	1.00
10/1/2023	\$	-	\$ -	\$ -	\$	1.00
11/1/2023	\$	-	\$ -	\$ -	\$	1.00
12/1/2023	\$	-	\$ -	\$ -	\$	1.00
1/1/2024	\$	-	\$ -	\$ -	\$	1.00
2/1/2024	\$	-	\$ -	\$ -	\$	1.00
3/1/2024	\$	12,872.00	\$ 11,018.98	\$ 1,853.02	\$	1.00
4/1/2024	\$	-	\$ -	\$ -	\$	1.00
5/1/2024	\$	-	\$ -	\$ -	\$	1.00
6/1/2024	\$	-	\$ -	\$ -	\$	1.00
7/1/2024	\$	-	\$ -	\$ -	\$	1.00
8/1/2024	\$	-	\$ -	\$ -	\$	1.00
9/1/2024	\$	12,872.00	\$ 11,151.52	\$ 1,720.48	\$	1.00
10/1/2024	\$	-	\$ -	\$ -	\$	1.00
11/1/2024	\$	-	\$ -	\$ -	\$	1.00
12/1/2024	\$	-	\$ -	\$ -	\$	1.00
1/1/2025	\$	-	\$ -	\$ -	\$	1.00
2/1/2025	\$	-	\$ -	\$ -	\$	1.00
3/1/2025	\$	12,872.00	\$ 11,285.65	\$ 1,586.35	\$	1.00
4/1/2025	\$	-	\$ -	\$ -	\$	1.00
5/1/2025	\$	-	\$ -	\$ -	\$	1.00
6/1/2025	\$	-	\$ -	\$ -	\$	1.00
7/1/2025	\$	-	\$ -	\$ -	\$	1.00
8/1/2025	\$	-	\$ -	\$ -	\$	1.00
9/1/2025	\$	12,872.00	\$ 11,421.40	\$ 1,450.60	\$	1.00
10/1/2025	\$	-	\$ -	\$ -	\$	1.00
11/1/2025	\$	-	\$ -	\$ -	\$	1.00
12/1/2025	\$	-	\$ -	\$ -	\$	1.00
1/1/2026	\$	-	\$ -	\$ -	\$	1.00
2/1/2026	\$	-	\$ -	\$ -	\$	1.00
3/1/2026	\$	12,872.00	\$ 11,558.78	\$ 1,313.22	\$	1.00
4/1/2026	\$	-	\$ -	\$ -	\$	1.00
5/1/2026	\$	-	\$ -	\$ -	\$	1.00
6/1/2026	\$	-	\$ -	\$ -	\$	1.00
7/1/2026	\$	-	\$ -	\$ -	\$	1.00
8/1/2026	\$	-	\$ -	\$ -	\$	1.00
9/1/2026	\$	12,872.00	\$ 11,697.82	\$ 1,174.19	\$	1.00

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Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

10/1/2026	\$	-	\$	-	\$	-	\$	1.00
11/1/2026	\$	-	\$	-	\$	-	\$	1.00
12/1/2026	\$	-	\$	-	\$	-	\$	1.00
1/1/2027	\$	-	\$	-	\$	-	\$	1.00
2/1/2027	\$	-	\$	-	\$	-	\$	1.00
3/1/2027	\$	12,872.00	\$	11,838.52	\$	1,033.48	\$	1.00
4/1/2027	\$	-	\$	-	\$	-	\$	1.00
5/1/2027	\$	-	\$	-	\$	-	\$	1.00
6/1/2027	\$	-	\$	-	\$	-	\$	1.00
7/1/2027	\$	-	\$	-	\$	-	\$	1.00
8/1/2027	\$	-	\$	-	\$	-	\$	1.00
9/1/2027	\$	12,872.00	\$	11,980.92	\$	891.09	\$	1.00
10/1/2027	\$	-	\$	-	\$	-	\$	1.00
11/1/2027	\$	-	\$	-	\$	-	\$	1.00
12/1/2027	\$	-	\$	-	\$	-	\$	1.00
1/1/2028	\$	-	\$	-	\$	-	\$	1.00
2/1/2028	\$	-	\$	-	\$	-	\$	1.00
3/1/2028	\$	12,872.00	\$	12,125.03	\$	746.98	\$	1.00
4/1/2028	\$	-	\$	-	\$	-	\$	1.00
5/1/2028	\$	-	\$	-	\$	-	\$	1.00
6/1/2028	\$	-	\$	-	\$	-	\$	1.00
7/1/2028	\$	-	\$	-	\$	-	\$	1.00
8/1/2028	\$	-	\$	-	\$	-	\$	1.00
9/1/2028	\$	12,872.00	\$	12,270.87	\$	601.13	\$	1.00
10/1/2028	\$	-	\$	-	\$	-	\$	1.00
11/1/2028	\$	-	\$	-	\$	-	\$	1.00
12/1/2028	\$	-	\$	-	\$	-	\$	1.00
1/1/2029	\$	-	\$	-	\$	-	\$	1.00
2/1/2029	\$	-	\$	-	\$	-	\$	1.00
3/1/2029	\$	12,872.00	\$	12,418.47	\$	453.53	\$	1.00
4/1/2029	\$	-	\$	-	\$	-	\$	1.00
5/1/2029	\$	-	\$	-	\$	-	\$	1.00
6/1/2029	\$	-	\$	-	\$	-	\$	1.00
7/1/2029	\$	-	\$	-	\$	-	\$	1.00
8/1/2029	\$	-	\$	-	\$	-	\$	1.00
9/1/2029	\$	12,872.00	\$	12,567.85	\$	304.16	\$	1.00
10/1/2029	\$	-	\$	-	\$	-	\$	1.00
11/1/2029	\$	-	\$	-	\$	-	\$	1.00
12/1/2029	\$	-	\$	-	\$	-	\$	1.00
1/1/2030	\$	-	\$	-	\$	-	\$	1.00
2/1/2030	\$	-	\$	-	\$	-	\$	1.00
3/1/2030	\$	12,827.00	\$	12,719.02	\$	152.99	\$	1.00

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Provided Lessee provides notice pursuant to the Municipal Lease-Purchase Agreement, section 10(b), payment of the applicable Option to Purchase Amount may occur concurrently with the Lessee's final installment payment.

Lessee: City of Ukiah

By: **X** _____

Print Name: Sage Sangiacomo

Title: City Manager

Date: _____

Lessor: Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance

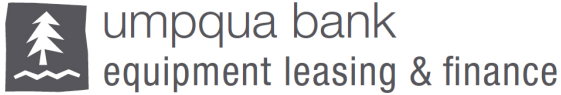
By: _____

Print Name: _____

Title: _____

Date: _____

THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.



INTERIM FUNDING AGREEMENT

THIS INTERIM FUNDING AGREEMENT dated as of February 5th, 2020 ("Agreement") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance ("Lessor") and City of Ukiah, a municipal corporation existing under the laws of the state of California ("Lessee").

RECITALS

- A. Lessor and Lessee have executed and delivered a Municipal Lease-Purchase Agreement dated February 5th, 2020, together with one or more Equipment Schedules and attachments thereto (collectively, the "Lease").
- B. Lessee has entered or will enter into certain Purchase Agreements described in Exhibit A, which is attached hereto and incorporated by this reference, for the purchase of equipment (the "Equipment"), and the Supplier under each Purchase Agreement either requires the purchase price for such Equipment to be paid in progress payments prior to final delivery of such Equipment or requires the purchase price for such Equipment to be paid prior to final acceptance of the Equipment (collectively, the "Progress Payments").
- C. Pursuant to the Lease, Lessee assigns its rights, but none of Lessee's obligations, under each Purchase Agreement to Lessor.
- D. Lessor and Lessee wish to provide for advances by Lessor of the Progress Payments in accordance with the terms and conditions set forth herein.
- E. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:
 1. Definitions. Capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in the Lease.
 2. Lease of Equipment and Funding of Progress Payments.
 - (a) Subject to the terms and conditions set forth herein, on or before November 30th, 2020 (the "Commitment Termination Date"), at the request of Lessee, Lessor shall fund the purchase of Equipment by making Progress Payments of the purchase price for such Equipment and the funding requests provided by Lessee to Lessor from time to time described in Section 2(b).
 - (b) Lessee shall request that Lessor make a Progress Payment by delivering to Lessor a written funding request (a "Funding Request") executed by Lessee, which shall (i) state the amount of such Progress Payment, which, together with all other Progress Payments previously made by Lessor, shall not exceed the Commitment, (ii) the due date for such Progress Payment, which date shall be at least three (3) business days after the date of such Funding Request and not later than the Commitment Termination Date and (iii) attach an invoice from the Supplier of the Equipment in an amount equal to the requested amount of the Progress Payment. Delivery of such Funding Request to Lessor shall constitute an acknowledgement by Lessee that such invoice is approved and accepted by Lessee.

- (c) The obligation of Lessor to make any Progress Payment shall be subject to satisfaction (or written waiver by Lessor) of each of the following conditions, prior to the date on which such Progress Payment is to be made:
 - (i) Lessee shall have executed and delivered to Lessor the Lease and Equipment Schedule for the lease of the Equipment identified in the invoice attached to the Funding Request, together with any other agreements or documents required by Lessor;
 - (ii) All representations and warranties of Lessee shall be true and accurate as of the date of the Funding Request; and
 - (iii) No Default shall have occurred, and no event shall have occurred that, with the passage of time or otherwise, would constitute a Default.
- (d) The obligation of Lessor to make Progress Payments shall terminate on the earlier to occur of (i) the Lease Closing Date (defined below) or (ii) the Commitment Termination Date (such date, the "Termination Date").
- 3. Equipment Schedule; Termination. Lessor and Lessee have executed or will execute an Equipment Schedule for the lease of the Equipment which, upon satisfaction of the conditions set forth below, shall expressly supersede and replace this Interim Funding Agreement (a "Final Equipment Schedule") with respect to the Equipment described in such Final Equipment Schedule. Such Final Equipment Schedule shall be effective with respect to the Equipment described in each Funding Request on the date (the "Lease Closing Date") on which each of the following conditions have been satisfied (or waived by Lessor):
 - (e) All of the terms and conditions set forth in Section 2(c) with respect to each Funding Request shall have been satisfied and performed; and
 - (f) Lessee shall have executed and delivered to Lessor a satisfactory Certificate of Acceptance for each item of Equipment (which shall include all Equipment for which Progress Payments have been made hereunder) described in such Equipment Schedule and such other documents required by Lessor.
- 4. Interim Interest. The total amount of the interim interest accrued throughout the progress payment period shall be billed and collected on a monthly basis, or collected at time of lease commencement.
- 5. Obligation of Lessee on Commitment Termination Date or Default. If (a) a Default has occurred and is continuing, (b) for any reason whatsoever Supplier fails to deliver to Lessee an item of Equipment described in the Purchase Agreement for which Progress Payments have been advanced by Lessor, (c) Lessee fails to accept any Equipment for which Progress Payments have been advanced by Lessor, or (d) the Lease Closing Date does not occur prior to the Commitment Termination Date, and Lessor (without any obligation to do so) does not extend the Commitment Termination Date in writing, then Lessee shall pay to Lessor the entire outstanding balance of all Progress Payments advanced by Lessor, plus all interim rent due through the Commitment Termination Date. Interest shall accrue on the total amount due hereunder at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law from the Commitment Termination Date to the date of actual payment. Upon Lessor's receipt of all amounts due hereunder, Lessor will transfer any of its right, title and interest in and to the Equipment to Lessee on an "AS IS, WHERE IS" basis without representation or warranty.

6. Attorneys' Fees. Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred by Lessor in enforcing its rights or collecting any amounts due under this Agreement, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.
7. Title. As of the Lease Closing Date, Lessee shall have title to the Equipment; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of the Lease if Lessee does not exercise its option to purchase the Equipment.
8. Security Interest. Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Agreement or otherwise. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment.
9. Insurance. Lessee shall maintain all insurance with respect to the Equipment in accordance with the requirements set forth in the Lease commencing with the initial Funding Request submitted to Lessor.
10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.
11. Miscellaneous. Lessee is only obligated to pay Rent under this Agreement to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent, this Agreement shall terminate. Lessee agrees that if this Agreement is terminated for Nonappropriation, it will deliver any Equipment in its possession to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of the Lease. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. This Agreement may be executed in several counterparts, by electronic signatures or otherwise, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument.
12. The undersigned agrees to settle all claims, defenses, set-offs and counterclaims it may have with the Vendor of the goods and equipment directly with the Vendor and not against Lessor.
13. The Lease will commence and the Lessee will begin making payments to Lessor just as if the equipment had been accepted and delivered. Lessee understands that failure by the Vendor to deliver and/or install any equipment is the sole responsibility of Lessee and payments to Lessor will not be withheld for any reason.

14. By signature below the undersigned specifically authorizes and requests Lessor to make payment to the Vendor(s) of the equipment described in the Lease. Lessee agrees that said equipment has not been delivered, installed or accepted on a trial basis.

DATED this day of , 20

Lessee:

City of Ukiah

By: **X** _____

Print Name: Sage Sangiacomo

Title: City Manager

Date: _____

MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT dated as of February 5th, 2020 ("Lease") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, having an address at 3455 South 344th Way Ste. 300, Federal Way, WA 98001 ("Lessor"), and City of Ukiah, a municipal corporation existing under the laws of the State of California, with offices located at 300 Seminary Drive, Ukiah, CA 95482 ("Lessee").

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in each equipment schedule attached hereto and incorporated by this reference (each, an "Equipment Schedule"), subject to and upon the terms set forth in this Lease.
2. **Definitions.** As used in this Lease, the following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms thereof:
 - "Acceptance Date" means, with respect to Equipment, the date of execution by Lessee of a Certificate of Acceptance for such Equipment.
 - "Equipment" means each item of equipment and other property designated on an Equipment Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts, substitutions, additions, attachments, successions and accessories incorporated therein or affixed thereto.
 - "Initial Term" means the period beginning with the Rent Commencement Date and ending at the conclusion of the budget year of Lessee in effect at the Rent Commencement Date.
 - "Lease Documents" means this Lease, any and all Equipment Schedules, Riders and all other documents now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.
 - "Payment Schedule" means the "Payment Schedule" attached hereto and incorporated by this reference, setting forth the Rent payments through the duration of the Initial Term and each potential Renewal Term, with the interest and principal components separated.
 - "Purchase Agreement" means any purchase agreement or other contract entered into between a Supplier and Lessee or Lessor for the acquisition of Equipment to be leased or financed hereunder.
 - "Renewal Term" means any period commencing immediately upon the end of the Initial Term or any prior Renewal Term, unless the Lease is terminated as provided herein, each Renewal Term having a duration of one year matching each of Lessee's budget years.
 - "Rent" means the periodic rental payments due under the Lease for the leasing of Equipment as set forth on the Payment Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under any provision of a Lease. The term "Rent" shall include interim rent, if any.
 - "Rent Commencement Date" means, with respect to Equipment (and unless otherwise indicated on the Payment Schedule), the first day of the calendar month following the date of Lessor's disbursement of funds for the purchase or financing of such Equipment. Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.
 - "Rent Payment Date" shall have the meaning specified in the Payment Schedule.
 - "Supplier" means the manufacturer or the vendor of the Equipment specified on an Equipment Schedule.
 - "Term" means the Initial Term and any Renewal Term.
3. **Delivery and Acceptance.** Upon delivery to Lessee of any Equipment and Lessee's inspection thereof, Lessee shall execute and deliver to Lessor a written statement in a form acceptable to Lessor (a) acknowledging receipt of the Equipment in good condition and repair and (b) accepting

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the Equipment as satisfactory in all respects for the purposes of the Lease (the "Certificate of Acceptance"). **UNLESS LESSOR HAS AGREED OTHERWISE PURSUANT TO AN INTERIM FUNDING AGREEMENT, LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE FUNDS FOR SUCH PURCHASE OR FINANCING UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR SUCH EQUIPMENT EXECUTED BY LESSEE.**

4. Rent; Delinquent Payments.

(a) Lessee shall pay the Rent set forth on the Payment Schedule commencing on the Rent Commencement Date and, unless otherwise set forth on the Payment Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that such payments are due. All Rent shall be paid to Lessor at **PO Box 749642, Los Angeles, CA 90074**, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums due under the Lease on or before the date when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law.

(c) It is the intent of the parties that Lessee's obligation to pay Rent under this Lease shall constitute a current expense of Lessee and not a debt of Lessee in violation of any legal obligation regarding Lessee's creation of debt. Further, no obligation of Lessee under this Lease shall constitute the pledge of the funds of Lessee, including tax revenues.

(d) Each Rent payment made under this Lease will include the payment of interest in such amounts as set forth separately in the Payment Schedule.

5. Nonappropriation and Renewal. Lessee is only obligated to pay Rent under this Lease to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent beyond the Initial Term or then current Renewal Term ("Nonappropriation"), this Lease shall terminate at the end of the Initial Term or then current Renewal Term. Lessee agrees to provide Lessor notice of Nonappropriation at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, but failure to give such notice shall not extend the Term or otherwise constitute a default. Lessee agrees that if this Lease is terminated for Nonappropriation it will deliver the Equipment to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of this Lease. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which Rent payments may be made, including making provision for Rent payments in each proposed annual budget submitted for approval and to exhaust all available reviews and appeals in the event such funds are not appropriated in the budget. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds beyond the Initial Term or then current Renewal Term is solely within Lessee's discretion.

6. Location; Inspection; Labels. Equipment shall be delivered to the location specified in the Lease and shall not be removed therefrom, except as in its ordinary use, without Lessor's prior written consent, provided that if such consent is given, Lessee shall be responsible for and shall promptly pay all costs associated with such relocation. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any time.

7. Non-Cancelable Lease. **TO THE EXTENT PERMITTED BY LAW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING FOR NONAPPROPRIATION. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND**

UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SETOFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS AGAINST THE SUPPLIER IN A SEPARATE LAWSUIT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THIS LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT ANY SUCH CLAIMS OR DEFENSES AGAINST LESSOR FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT AND UNDERSTANDS THAT IT MAY DO SO AGAINST THE SUPPLIER OF EQUIPMENT OR SERVICES OR LICENSOR OF SOFTWARE.

8. Use; Alterations.

(a) Lessee shall use Equipment solely for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority and only in the manner for which it was designed and intended. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect the Equipment, the Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades, accessories, additions or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to the Equipment, (ii) do not materially adversely affect the value, productive capacity, utility or remaining useful life of the Equipment and (iii) do not cause the Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades that can be removed without adversely affecting the value, productive capacity, utility or remaining useful life of the Equipment shall remain the property of Lessee, and upon the Equipment's return to Lessor in the event it is not purchased by Lessee, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore the Equipment to the condition required hereunder. Upgrades which are not removed prior to the Equipment's return to Lessor shall, upon their delivery to Lessor, become the property of the Lessor, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

9. Repairs and Maintenance. Lessee, at Lessee's own cost and expense, shall at all times maintain the Equipment in good repair, good operating condition, appearance and working order at all times in compliance with the manufacturer's or Supplier's recommendations and all maintenance and operating manuals or service agreements.

10. Return of Equipment.

(a) Unless Lessee has properly exercised its option to purchase the Equipment pursuant to this Section, Lessee shall at its sole expense, upon the expiration or earlier termination of this Lease pursuant to its terms, de-install, assemble, pack (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and

return all, and not less than all, of the Equipment to Lessor by delivering the Equipment to such location or such carrier as Lessor shall specify within a reasonable distance from the general location of the Equipment. Lessee shall be responsible for erasing or removing any private personal, medical or financial information from any data storage or like devices on the Equipment. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, which shall at a minimum require that Equipment be in complete and operational condition with no missing or damaged components or parts such that it is capable of performing its originally intended use, and (b) upon Lessor's request, Lessee will obtain from the Supplier (or other maintenance service provider previously approved by Lessor or Supplier) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

(b) Provided that Lessee is not then in default under this Lease, Lessee shall have the option to purchase not less than all of the Equipment, "as is" and free and clear of all liens and encumbrances created by or arising through or under Lessor, for the Option to Purchase Amount set forth in the Payment Schedule plus all other amounts then due by Lessee under this Lease, by giving written notice to Lessor no less than thirty (30) days prior to the date specified in the Payment Schedule for the purchase option; provided that upon Lessee's payment of all Rent payments set forth in the Payment Schedule, Lessee shall be deemed to have properly exercised its option to purchase the Equipment and shall be deemed to have then acquired all of Lessor's right, title and interest in and to the Equipment, free and clear of all liens and encumbrances except such liens, encumbrances, or security interests as may be created, or permitted by Lessee and not discharged, but without other warranties.

11. Sublease and Assignment.

(a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE INCLUDING LESSEE'S AFFILIATES, OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S QUALIFIED EMPLOYEES.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in this Lease or the Equipment (each, a "Lessor Transfer"). In the event of a Lessor Transfer, any purchaser, transferee, assignee or secured party (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and **LESSEE SHALL NOT ASSERT AGAINST ANY SUCH LESSOR ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR.** The Lessor Assignee should not be bound by, or otherwise required to perform any of Lessor's obligations under the Lease, unless expressly assumed by such Lessor Assignee. Lessee agrees that upon written notice to Lessee of any Lessor Transfer, Lessee shall acknowledge receipt thereof in writing and shall comply with the directions and demands of any Lessor Assignee made according to this Lease, including paying Rent to the Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b). Notwithstanding the foregoing, no assignment shall be effective until (i) Lessee has received written notice, signed by the assignor and identifying the name and address of the Lessor Assignee and (ii) the assignment has been registered in the books of the Lessor Assignee. Lessee agrees to retain all notices of assignment as a register of all assignments in form necessary to comply with the Internal Revenue Code of 1986, Section 149(a), as amended and regulations thereunder and agrees to make payments according to the register.

(c) The Lease Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties thereto.

12. Insurance.

(a) In addition to complying with the terms and conditions contained in the applicable Insurance Requirements notice, which is incorporated by this reference, Lessee shall, at all times and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of the full replacement value or the actual cash value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence in an amount as stated in the Insurance Requirements notice, and (iii) other insurance against other risks of loss customarily maintained by Lessee or otherwise required by Lessor and with such terms as shall be reasonably satisfactory to, or reasonably required by, Lessor. Notwithstanding the foregoing, Lessee may self-insure against such risks with Lessor's prior written approval.

(b) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Lessor. Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section and listing Lessor as a loss payee and additional insured and providing for Lessor to receive no fewer than thirty (30) days' notice of cancellation. If Lessee fails to maintain any insurance policies required herein, then in addition to any other rights and remedies of Lessor hereunder, Lessor shall have the option (but not the obligation) to pay the premiums on any such policies or to obtain new insurance under terms satisfactory to Lessor, and any amounts paid by Lessor pursuant thereto shall be immediately due and payable by Lessee upon demand.

13. Risk of Loss; Casualty. Lessee assumes, and shall at all times bear the entire risk of, any loss, theft, damage to, or destruction of any Equipment from any cause whatsoever, to the extent covered by the proceeds of insurance, from the time such Equipment is shipped to Lessee until its return to Lessor or other disposition at the end of the Lease. Lessee shall promptly notify Lessor in writing if any Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (each a "Casualty Occurrence"). In the event of a Casualty Occurrence, at Lessee's option, Lessee shall within thirty (30) days of such Casualty Occurrence, (i) place such Equipment in good condition and repair, in accordance with the terms hereof; or (ii) pay Lessor the sum of (A) the Option to Purchase Amount as of such Casualty Occurrence, and (B) all Rent and other amounts which are due hereunder. If elected by Lessor and upon payment of all sums due under Section 13(ii) with respect to such Equipment, the obligation of Lessee to pay Rent and the term of this Lease with respect to such Equipment shall terminate. Following payment of all sums due under Section 13(ii) with respect to such Equipment, and if no Event of Default has occurred and remains continuing, Lessor will then (a) transfer to Lessee the Lessor's rights to such Equipment "AS IS, WHERE IS" and with all defects, without recourse and WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than a warranty that the Equipment is free and clear of any liens created by Lessor; and (b) remit to Lessee any physical damage insurance proceeds received by Lessor arising out of such loss up to the Option to Purchase Amount paid.

14. Taxes. Lessee shall use the Equipment for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority. Lessee shall timely report, pay and discharge all sales, use, property and other taxes, if any, now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and to the extent permitted by law will indemnify and hold Lessor harmless therefrom. Lessee's obligations under this Section shall be limited to such taxes as accrue during

the Initial Term or then current Renewal Term. Lessee shall submit written evidence of the payment of such taxes at Lessor's request.

15. Lessor's Right to Perform for Lessee. If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.

16. Personal Property; Liens. Lessee represents and warrants that the Equipment is, and shall at all times remain fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens. Lessee shall (a) give Lessor immediate written notice of any such lien, (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge any such lien, and (c) to the extent permitted by law, indemnify and hold Lessor, on an after-tax basis, harmless from and against any loss or damage caused by any such lien.

17. Default; Remedies.

(a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under the Lease within ten (10) days after the same shall have become due; (ii) Lessee becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of Lessee's assets is appointed with or without the application or consent of Lessee; (iv) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar proceeding; (v) Lessee fails to perform or violates any provision of the Lease, or any covenant therein or any warranty or representation made by Lessee therein proves to have been false or misleading when made; or (vi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. Lessee shall immediately notify Lessor of the occurrence of any Default.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce specifically Lessee's performance by Lessee of the Lease or to recover damages for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing in compliance with all return provisions in this Lease; (iii) by notice in writing to Lessee, cancel or terminate the Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove (or disable in place) all or any such Equipment without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) sell, re-lease or otherwise dispose of any or all of the Equipment at public or private sale; and (vi) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding, and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten (10) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be

conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS IS, WHERE IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable.

18. Notices. All notices and other communications hereunder shall be in writing and shall be sent by overnight courier or certified mail (return receipt requested), US postage prepaid, or hand delivered. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt by the party or three (3) days after mailing if mailed in accordance with the terms of this section.

19. Indemnity. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees, whether or not there is a lawsuit, and including those incurred at trial, on appeal and in any bankruptcy or arbitration proceeding), obligations, liabilities, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant or Lessee's breach of any representation or warranty under the Lease Documents, (b) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, loss, damage, destruction, removal, storage, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment; (c) any and all Liabilities in any way relating to or arising out of injury to persons, property or the environment relating to any Equipment or the Lease Documents; and (d) any and all Liabilities based on strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement.

20. Fees and Expenses. To the extent permitted by law, Lessee shall pay or reimburse Lessor amounts incurred during the Initial Term or then current Renewal Term for: (i) all UCC filing and search fees and expenses incurred by Lessor in connection with the verification, perfection or preservation of Lessor's rights hereunder or in the Equipment; (ii) any and all stamp, transfer and documentation taxes and fees payable or determined to be payable in connection with the execution, delivery and/or recording of the Lease Documents; and (iii) all fees and out-of-pocket expenses (including, but not limited to, reasonable attorneys' and other professional fees and expenses) incurred by Lessor in connection with the preparation, execution, administration, waiver or amendment of the Lease Documents or the collection of any sum payable under any of the Lease Documents not paid when due, and the enforcement of any of the Lease Documents.

21. Financial and Other Data. Lessee, during the Term hereof, shall furnish Lessor such financial information as Lessor may from time to time reasonably request. All such information shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Lessee to be true and correct. Lessee shall provide Lessor, prior to the Initial Term and each Renewal Term, with current financial statements, budgets, and proof of appropriation for the ensuing year no more than thirty (30) days after such information is available to Lessee. Lessee shall also provide such additional financial information as Lessor may request with regard to Lessee's ongoing ability to perform its obligations under this Lease.

22. Representations and Warranties of Lessee. Lessee represents and warrants that (a) Lessee is a municipal corporation organized and existing under the constitution and laws of the state where

it is located, with the power and authority thereunder to enter into this Lease and assume and perform the obligations stated herein, and Lessee will take all actions necessary to preserve such existence, power, and authority; (b) Lessee has been duly authorized to execute and deliver the Lease Documents by proper action of its governing body and all other proceedings of Lessee relating to the transaction contemplated by this Lease have been performed according to all applicable local, state and federal laws; (c) Lessee covenants that it will use 95% or more of the proceeds of this Lease as soon as practicable for the purposes stated in this Lease - to wit, performance of essential local government functions of Lessee - and that no part of the proceeds shall be invested at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated when this Lease was entered into, would have resulted in classification of this Lease in any amount as an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder; (d) Lessee designates this as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and Lessee reasonably anticipates to issue qualified tax-exempt obligations during the budget year of the Rent Commencement Date in an amount not exceeding \$10,000,000; (e) this Lease is not a private activity bond as defined in Section 141 of the Code; (f) Lessee is a state or political subdivision with taxing power under the laws of the state where it is located; (g) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (h) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148, and all applicable Treasury Department regulations, in order to maintain the excludability of the interest component of Rent payments from federal income taxation; (i) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; and (j) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles, consistently applied, and fairly present Lessee's financial condition as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in its financial condition or operations. Lessee shall cause to be executed as a requirement of this Lease an opinion of counsel in substantially the form attached hereto and incorporated by this reference.

23. Title. As of the Acceptance Date, Lessee shall have title to the Equipment during the Term of this Lease; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of this Lease if Lessee does not exercise its option to purchase the Equipment.

24. Security Interest. Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment, and Lessor shall have all of the rights and benefits of a secured party under the UCC as in effect from time to time hereafter in the state in which the Equipment is located or any other state with jurisdiction over the Equipment. Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements filed by Lessor pursuant to this Lease.

25. Governing Law. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED,

INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.

26. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy the Equipment without interruption by Lessor or any person or entity claiming through Lessor.
27. **Entire Agreement.** This Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease Document may be amended except by a writing signed by Lessor and Lessee.
28. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS ANY WARRANTY BY THE SUPPLIER TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE.
29. **Execution in Counterparts.** This Lease and all other Lease Documents may be executed in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper under the UCC, no security interest may be created by the transfer or possession of any counterpart other than the original thereof, which shall be identified as a document or record (as applicable) marked "Original".
30. **Miscellaneous.** Time is of the essence with respect to this Lease. Any failure of Lessor to require strict performance by Lessee shall not be construed as a consent or waiver of any provision of such Lease. Any provision of this Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

Lessor:
Financial Pacific Leasing, Inc. DBA Umpqua Bank
Equipment Leasing & Finance

Lessee:
City of Ukiah

By: _____
Print Name: _____
Title: _____

By: **X** _____
Print Name: Sage Sangiacomo
Title: City Manager

MUNICIPAL LEASE-PURCHASE AGREEMENT EQUIPMENT SCHEDULE

EQUIPMENT DESCRIPTION

Lessor: Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance

Lessee: City of Ukiah

Lease: Equipment Schedule to Municipal Lease-Purchase Agreement dated as of February 5th, 2020.

QTY	Serial #	Description	Purchase Price
1	1FD0W5HT1KEG07746	SKEETER BRUSH TRUCK	\$227,606.56

and all other equipment related thereto, including replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the "Equipment").

UBELF-ES-MUNI-022217A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

FINANCIAL REPORTING AND COVENANTS RIDER

To and part of Municipal Lease-Purchase Agreement dated as of February 5th, 2020 (the "Lease") between Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance its successors and assigns ("Lessor"), and City of Ukiah, its successors and permitted assigns ("Lessee"). All capitalized terms used herein which are not defined herein shall have the meanings set forth in the Lease.

A. **Financial Reporting.** Throughout the term of the Municipal Lease-Purchase Agreement, Lessee shall provide Lessor with the following financial information:

- Audited annual financial statements are due within 270 days of FYE.

In addition, throughout the term of the Municipal Lease-Purchase Agreement, Lessee shall comply with (a) all financial covenants set forth in any credit agreements between Lessee and Umpqua Bank (including any amendments thereto and waivers thereof), which covenants, if any, are hereby incorporated herein by reference; or (b) if Lessee terminates any credit relationship with Umpqua Bank throughout the term of the Municipal Lease-Purchase Agreement, Lessor shall evaluate the reason for any such termination and should Lessor determine that no material adverse change exists, Lessor shall thereafter assume the covenants which had been part of the Umpqua Bank credit agreement and Lessee shall then comply with any such covenants directly with Lessor. Should a material adverse change exist, Lessor shall have termination rights as presented in Section 17(b)iii of the Municipal Lease-Purchase Agreement.

Lessor:

Financial Pacific Leasing, Inc.
DBA Umpqua Bank Equipment Leasing & Finance

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

City of Ukiah

By: **X** _____

Name: Sage Sangiacomo

Title: City Manager

Date: _____

FUNDING REQUEST

Financial Pacific Leasing, Inc., DBA
Umpqua Bank Equipment Leasing & Finance
3455 South 344th Way Suite 300
Federal Way, WA 98001

Dear Sir or Madam,

We hereby notify and authorize Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance to issue payment in the amount of \$227,606.56 to Golden State Fire Apparatus for Invoice Number 89765 as reflected in the attached Exhibit A.

Lessee: City of Ukiah

By: **X** _____

Print Name: Sage Sangiacomo

Title: City Manager

Date: _____

UBELF-FR-MUNI-022217A

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.



www.goldenstatefire.com | 7400 Reese Road, Sacramento, CA 95828 | Office 916.330.1638 | Fax 916.330.1649

SOLD TO:

Financial Pacific Leasing, Inc.
 DBA Umpqua Bank Equipment Leasing & Finance
 3455 S. 344th Way, Suite 300
 Federal Way, WA 98001

SHIP TO:

City of Ukiah
 1320 Airport Rd
 Ukiah, CA 95482

FINAL INVOICE

Date	Invoice #	Your Order #	Our Order #	Terms
1/27/2020	89765	45813	14480 (VIN# 1FD0W5HT1KEG07746)	PAYMENT TO BE MADE PRIOR TO FINAL DELIVERY

#	Description	Extended Price
A	One (1) 2019 Skeeter Brush Truck, LLC Type 5 Engine	215,373.46
B	Discount for HGAC contract FS12-17, Product Code YB03	(6,273.01)
C	ADD CHANGE ORDERS APPROVED 7/9/19	(57.00)
D	SUBTOTAL	209,043.45
E	State Sales Tax @ 8.875%	18,552.61
F	California Tire Fee	10.50
G	GRAND TOTAL / AMOUNT DUE GOLDEN STATE	227,606.56

AUTHORIZATION FOR DIRECT PAYMENTS (ACH Debits)

Company Name: City of Ukiah

Contract #: 013-1374627-002

I (we) authorize Financial Pacific Leasing, Inc. dba Umpqua Bank Equipment Leasing and Finance, or its assigns, to automatically withdraw from the financial institution shown on the attached voided check any and all sums due in connection with the contract identified above. The undersigned authorizes the debit of all payments as well as debit entries for charges where the amount and time frame varies, including, but not limited to insurance, tax, NSF and late fee payments.

I (we) confirm I (we) are authorized to sign on behalf of the debtor and bind the company to this agreement. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. I (we) also acknowledge that the Company may assign the account to a third party and that assignee may then initiate debit entries pursuant to this authorization.

This authorization is to remain in full force and effect until the contract is paid in full. Contact our Customer Service Department at service@finpac.com or 800-447-7107 at least FIVE (5) business days prior to the due date to make any changes or modifications. This agreement may, at the Company's discretion, be suspended at any time.

To view your monthly invoice, go to fastpay.finpac.com to register.
No written notice will be forwarded.

BY: _____

NAME: _____

DATE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PLEASE ATTACH A COPY OF A VOIDED CHECK

**THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY
WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.**

PUBLIC FINANCE EQUIPMENT LEASE APPLICATION

Contact Information

Name: _____ Email: _____ Phone: _____

Lessee Information

Legal Name of Lessee: _____ City: _____ State: _____

Equipment & Payment Information

Equipment Description:

Equipment Final Delivery Date: _____ Equipment Total Cost: _____

Down Payment: _____ Trade in or Other Discounts: _____

Amount to Finance: _____ # of Years to Finance: _____

Payment Frequency: _____ First Payment: _____

First Payment Date if Applicable: _____ Referred by: _____

Additional Information

Is this acquisition subject to competitive bidding? If yes, what is the deadline for the bid process? _____

Is this acquisition formally approved by your board or other leadership? ☐ Yes ☐ No

If yes, by what document (please provide the decision date)? _____

Who will be the authorized signer for this lease? _____

What is the primary designated repayment fund? _____

What is the nature of the requested equipment that makes it essential use to your entity?

Website address to access CAFR: _____

Additional Notes:

** We do not lease to Federal agencies*

UBELF-PFELA-US-2-22-17

Financial Pacific Leasing, Inc., doing business as Umpqua Bank Equipment Leasing & Finance, is a subsidiary of Umpqua Bank.
Products offered by Financial Pacific Leasing, Inc., are not FDIC insured.

Counsel's Opinion

Financial Pacific Leasing, Inc.
DBA Umpqua Bank Equipment Leasing & Finance
3455 South 344th Way Suite 300
Federal Way, WA 98001

Date:

Re: Municipal Lease-Purchase Agreement dated as of February 5th, 2020, between **Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance**, as LESSOR and City of Ukiah as LESSEE.

Ladies and Gentleman:

As legal counsel for City of Ukiah, (the "LESSEE"), I have examined (1) an executed counterpart of a certain Municipal Lease-Purchase Agreement, including the Exhibits attached thereto or forms of Exhibits attached thereto, (the "Agreement") dated February 5th, 2020, by and between **Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance**, as LESSOR, and City of Ukiah as LESSEE, which among other things, provides for an option to purchase by the LESSEE of certain property (the "Equipment"), (2) an executed counterpart of the resolution of LESSEE which, among other things, authorizes LESSEE to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) LESSEE is a public body corporate and politic, duly organized and existing under laws of the State of California, and has a substantial amount of one or more of the following powers: (a) the power to tax (b) the power to eminent domain and (c) the police power;
- (2) LESSEE has the requisite power and authority to lease with an option to purchase the Equipment and to execute, deliver the Municipal Lease-Purchase Agreement and perform its obligations under the Municipal Lease-Purchase Agreement;
- (3) The Municipal Lease-Purchase Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of LESSEE and the Municipal Lease-Purchase Agreement is a valid and binding obligation of LESSEE enforceable in accordance with its terms;
- (4) The authorization, approval and execution of the Municipal Lease-Purchase Agreement and all other proceedings of LESSEE relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of LESSOR or its assigns, as the case may be, in the Equipment.
- (6) LESSOR, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest component of Rental Payments are entitled to rely on this opinion.

Cordially,

By: **X** _____

Print Name: _____

Address: _____

Telephone Number: _____



AGENDA SUMMARY REPORT

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

DEPARTMENT: Water Resources **PREPARED BY:** Sean White, Water Resources Director
PRESENTER: Consent Item

ATTACHMENTS:

1. CC Reso 2019-56 - Approving Emergency Procurement RE Percolation Pond Levees (2)

Summary: The City Council will receive an update on the emergency repair of the percolation pond levees at the Wastewater Treatment Plant and consider determining that emergency conditions continue.

Background: At the regular meeting of December 4, 2019, the City Council voted unanimously to adopt a resolution finding that emergency conditions would not allow sufficient time to publicly bid the repair of the percolation pond levees at the Wastewater Treatment Plant (Attachment #1).

The City Council awarded a contract to Ghilotti Construction under Public Contract Code Section 22050 to repair the percolation pond levees at the Wastewater Treatment Plant. That section allows such repairs without competitive bidding in an emergency, if the City Council on a 4/5 vote makes specified findings. However, pricing was solicited from two companies.

Discussion: Under Public Contract Code Subsection (c)(1), the City Council is required to review the emergency action taken on December 4th at every regularly scheduled meeting thereafter until the action is terminated; the Council has done so.

In reviewing the action, the City Council must determine whether the emergency conditions excusing competitive bidding continue for the repair of percolation pond levees at the Wastewater Treatment Plant. It must make that finding by a 4/5 vote.

Ghilotti Construction Company is has begun work and is scheduled to be complete the week of February 17th, 2020.

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

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-56**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE PERCOLATION POND LEVEES AT THE CITY OF UKIAH WASTEWATER TREATMENT PLANT****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services ("Director") proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning in February 2019; and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Director's February 27, 2019 proclamation of a "local emergency" and proclaimed and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council; and
3. On March 20, 2019 and subsequently as necessary, City Council approved continuing of the Local Emergency Resolution Proclamation; and
4. During the floods in February and March, the percolation pond levees at the Ukiah Wastewater Treatment Plant ("WWTP") sustained significant damage; and
5. Repairs to the percolation pond levees were not immediately possible to high inflows and levee inundation; and
6. Dewatering of the percolation ponds enough to fully assess the damage, solicit bids, and schedule repairs was recently achieved; and
7. Without these ponds the WWTP cannot operate at full capacity and storage is significantly impaired; and
8. With the onset of the high inflow season the City will need full the WWTP for have full capacity and storage capabilities to avoid impacts to the Russian River; and
9. The City Engineer estimates that it would take 120 days to develop plans and specifications to bid the construction work required to repair the percolation pond levees, to advertise requests for bids, to award the bid and to commence construction and an additional 3-4 weeks to complete the work; and
10. The need for full capacity and storage capabilities is likely to commence within sixty days and could be sooner, depending on the weather; and
11. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving

notice for bids to let contracts; and

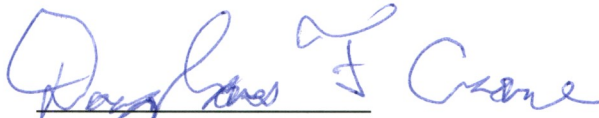
12. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the percolation pond levees at the WWTP without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Ghilotti Construction, Inc. to repair the backwash basins at the WWTP for a not to exceed amount of \$315,620.00.
4. Awarding a contract to repair the percolation pond levees is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the backwash basin repair work.

PASSED AND ADOPTED this 4th day of December, 2019, by the following roll call vote:

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Ordinance Amending City Parks and Recreation Facilities to Include the Great Redwood Trail and the Outdoor Grounds of the Civic Center.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Great Redwood Trail Park Ordinance Redline
2. Great Redwood Trail Park Ordinance Clean

Summary: The City Council will discuss and consider adopting an Ordinance to amend the City Parks and Recreation Facilities section of the City Code to include the Great Redwood Trail and the Outdoor Grounds of the Civic Center (and other minor edits).

Background: The Great Redwood Trail, a 300-mile trail from San Francisco to Humboldt Bay, would convert the old rail corridor overseen by the North Coast Railroad Authority into an asphalt and dirt pathway from Larkspur, through the Eel River Canyon north of Willits, and ending just outside Eureka.

The Great Redwood Trail will incorporate the multi-use bicycle and pedestrian trail that currently exists in the City of Ukiah, i.e. the City of Ukiah Northwestern Pacific Rail Trail, which currently spans from East Gobbi Street to Clara Avenue and will eventually extend from Brush Street to Norgard Lane. City staff recommends that the segment of the Great Redwood Trail within the City be designated a City parks and recreation facility and subject to regulation as a City park.

Discussion: The sole change made to the Draft Ordinance since introduction by title only at the February 5, 2020 Council meeting is to the description of the Great Redwood Trail in Section 1965.Q. This Section now describes the Great Redwood Trail as "The real property subject to the License Agreement between the City of Ukiah and the North Coast Rail Authority, described as the entire Rail Corridor within the City limits." This change was made to address concerns about the precision and accuracy of the description given in the version of the Ordinance discussed at the February 5, 2020 Council meeting.

The Draft Ordinance, a redlined version of which is attached here as Attachment 1 and a clean version as Attachment 2, amends Chapter 12 in Division 1 of the Ukiah City Code to include the segment of the Great Redwood Trail within the City of Ukiah and the Outdoor Grounds of the Ukiah Civic Center in the list of the City's Parks and Recreation facilities and adopts regulations specific to the Great Redwood Trail. The Ordinance also includes general clean-up provisions.

Specifically, the Great Redwood Trail Ordinance designates the segment of the Great Redwood Trail within the City limits as a City parks and recreation facility that is subject to regulation by the City. All current provisions of the City Code that regulate City parks generally will apply to the Great Redwood Trail. In addition, the Ordinance includes regulations that apply specifically to the Great Redwood Trail. These include (1) the authorization of the operation of small electric transport devices such as scooters, skateboards, Segways, and bicycles, provided that they are not operated at speeds exceeding ten (10) miles per hour; (2) a

prohibition on consuming or possessing alcohol within the park without securing a proper permit; (3) a prohibition on playing amplified music within the park without securing a proper permit; (4) a prohibition on the use or possession of any controlled substance and being under the influence of any controlled substance or alcohol within the park; (5) a prohibition on unleashed dogs within the park; (6) a prohibition on vandalism in the park; and (7) a prohibition on public use of the open space area outside the designated trail area in the park.

Finally, the Ordinance includes several clean-up provisions to address outdated information or inconsistencies in the existing City Code. These provisions include a change to an incorrect internal reference to a section of the City Code that regulates dog ownership, the addition of language clarifying requirements for disposal of dog waste in City parks, the addition of the Outdoor Grounds of Civic Center to the list of City parks, and updates to the City staff position charged with parks regulation.

The change proposed to Section 1965.Q of the Ordinance is not substantive, as it simply adds clarifying language to the description of the Great Redwood Trail, and addresses specific concerns addressed at the February 5, 2020 Council meeting. As such, this is not this is not an "alteration" within the meaning of Government Code Section 36934 that would require an additional reading of the Ordinance prior to adoption. The current version of the Great Redwood Trail Ordinance reflects a wide array of community, City staff, and Council input. The Ordinance is now ready for consideration for adoption.

Recommended Action: Adopt an Ordinance amending Chapter 12, in Division 1 of the City Code to regulate use of the Great Redwood Trail and Outdoor Grounds of the Ukiah Civic Center as city parks.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING CHAPTER 12 IN DIVISION 1 OF THE CITY CODE TO
REGULATE USE OF THE GREAT REDWOOD TRAIL AS A CITY PARK.

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Chapter 12 in Division 1 of the Ukiah City Code, is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§1965 FACILITIES

The following described parcels of land are parks and recreation facilities of the city and shall be known by the names indicated:

P. Pending codification*

Q. The Great Redwood Trail: The real property subject to the License Agreement between the City of Ukiah and the North Coast Rail Authority, described as the entire Rail Corridor within the City limits.

R. Outdoor Grounds of the Ukiah Civic Center: Located at 300 Seminary Avenue and bounded by South Oak Street and West Clay Street.

§1970 AUTHORIZED VEHICLES ALLOWED

The following motor vehicles shall be exempt from the provisions of §1969 (a) motor driven golf carts driven or operated on designated areas in accordance with the rules and regulations promulgated by the Community Services Administrator ~~Director of Recreation and Parks~~; (b) motor driven mowers, trimmers, edgers or any other motor driven equipment used for the maintenance and upkeep of the Municipal Golf Course, City parks or any other City recreation area or facility; (c) motor vehicles operated on the Municipal Golf Course, City parks or any other City recreation area or facility, provided such operation is conducted in accordance with instructions from the Community Services Administrator ~~Director of Recreation and Parks~~, or under a contract with the City as supervised by the

~~Community Services Administrator-Director of Recreation and Parks~~; (d) motor vehicles owned or driven by members of the general public provided they are operated in roadways for such purpose or parked in parking areas so designated; (e) emergency vehicles; (f) within the Great Redwood Trail, small electric transport devices such as scooters, skateboards, Segways, and bicycles, provided that they are not operated at speeds exceeding ten (10) miles per hour; (g) any other motor vehicles operated with the written permission of the City Manager or ~~Community Services Administrator~~ ~~Director of Recreation and Parks~~, provided the purpose for which the vehicle is being operated shall be expressly stated in the permit which shall be in the possession of the operator at all times while the vehicle is so being operated.

§1976 REGULATION OF DOGS AND OTHER ANIMALS

The applicable provisions of section ~~4151-4153~~ of this code shall be enforced within all city park lands as designated in ~~S~~section 1965 of this ~~C~~chapter. In addition, it shall be unlawful to permit a dog to defecate upon such lands without immediately picking up and properly disposing of the dog feces.

§2000.4 GREAT REDWOOD TRAIL PARK RULES AND REGULATIONS

A. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

CONTROLLED SUBSTANCE: Any substance listed in California Health And Safety Code sections 11054 through 11056, as amended from time to time.

ELECTRIC BICYCLE: A bicycle with an integrated electric motor which can be used for propulsion.

ELECTRIC SCOOTER: A device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion.

ELECTRIC SKATEBOARD: A skateboard with an integrated electric motor which can be used for propulsion.

SEGWAY: A two-wheeled motorized personal vehicle consisting of a platform for the feet mounted above an axle and an upright post surmounted by handles, controlled by the way the rider distributes their weight. This definition includes any other similar motorized electric personal vehicle.

B. No person, corporation, or organization may hold an event in the park without first obtaining a special event permit from the Community Services Department.

C. No person shall use or possess any controlled substance or be under the influence of any controlled substance or alcohol.

D. Any act of vandalism, including the placement of graffiti, anywhere in or on the park is prohibited.

E. No person shall permit an unleashed dog under his or her ownership or control to enter upon or remain in the Great Redwood Trail park.

F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices such as Electric Bicycles, Electric Scooters, Segways, and Electric Skateboards are allowed within designated trail areas provided that they are operated at speeds not exceeding 10 miles per hour are allowed within designated trail areas provided that they are operated at speeds not exceeding 10 miles per hour.

G. The open space area outside the designated trail area is closed to public use.

H. The restrictions on hours of use set forth in Section 1966 of this Code shall not apply to the Great Redwood Trail park.

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.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____ 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING CHAPTER 12 IN DIVISION 1 OF THE CITY CODE TO
REGULATE USE OF THE GREAT REDWOOD TRAIL AS A CITY PARK.**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Chapter 12 in Division 1 of the Ukiah City Code, is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§1965 FACILITIES

The following described parcels of land are parks and recreation facilities of the city and shall be known by the names indicated:

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Q. The Great Redwood Trail: The real property subject to the License Agreement between the City of Ukiah and the North Coast Rail Authority, described as the entire Rail Corridor within the City limits.

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The following motor vehicles shall be exempt from the provisions of §1969 (a) motor driven golf carts driven or operated on designated areas in accordance with the rules and regulations promulgated by the Community Services Administrator ; (b) motor driven mowers, trimmers, edgers or any other motor driven equipment used for the maintenance and upkeep of the Municipal Golf Course, City parks or any other City recreation area or facility; (c) motor vehicles operated on the Municipal Golf Course, City parks or any other City recreation area or facility, provided such operation is conducted in accordance with instructions from the Community Services Administrator , or under a contract with the City as supervised by the Community Services Administrator; (d) motor vehicles owned or driven by members of the general public provided they are operated in roadways for such purpose or parked in parking areas so designated; (e) emergency vehicles; (f) within the Great Redwood Trail, small electric

transport devices such as scooters, skateboards, Segways, and bicycles, provided that they are not operated at speeds exceeding ten (10) miles per hour; (g) any other motor vehicles operated with the written permission of the City Manager or Community Services Administrator , provided the purpose for which the vehicle is being operated shall be expressly stated in the permit which shall be in the possession of the operator at all times while the vehicle is so being operated.

§1976 REGULATION OF DOGS AND OTHER ANIMALS

The applicable provisions of section 4153 of this code shall be enforced within all city park lands as designated in Section 1965 of this Chapter. In addition, it shall be unlawful to permit a dog to defecate upon such lands without immediately picking up and properly disposing of the dog feces.

§2000.4 GREAT REDWOOD TRAIL PARK RULES AND REGULATIONS

A. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

CONTROLLED SUBSTANCE: Any substance listed in California Health And Safety Code sections 11054 through 11056, as amended from time to time.

ELECTRIC BICYCLE: A bicycle with an integrated electric motor which can be used for propulsion.

ELECTRIC SCOOTER: A device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion.

ELECTRIC SKATEBOARD: A skateboard with an integrated electric motor which can be used for propulsion.

SEGWAY: A two-wheeled motorized personal vehicle consisting of a platform for the feet mounted above an axle and an upright post surmounted by handles, controlled by the way the rider distributes their weight. This definition includes any other similar motorized electric personal vehicle.

- B. No person, corporation, or organization may hold an event in the park without first obtaining a special event permit from the Community Services Department.
- C. No person shall use or possess any controlled substance or be under the influence of any controlled substance or alcohol.
- D. Any act of vandalism, including the placement of graffiti, anywhere in or on the park is prohibited.
- E. No person shall permit an unleashed dog under his or her ownership or control to enter upon or remain in the Great Redwood Trail park.
- F. No person shall permit a motor vehicle under his or her ownership or control to enter upon or remain in the Great Redwood Trail park. However, small electric transport devices such as Electric Bicycles, Electric Scooters, Segways, and Electric Skateboards are allowed within designated trail areas provided that they are operated at speeds not exceeding 10 miles per hour are allowed within designated trail areas provided that they are operated at speeds not exceeding 10 miles per hour.
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3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____ 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Award a Contract for the Downtown Streetscape and Road Diet, Specification #19-18, to Ghilotti Construction in the Amount of \$6,448,215.95 and Approve Corresponding Budget Amendment.

DEPARTMENT:	Public Work s	PREPARED BY:	Tim Eriksen, Public Works Director/City Engineer, Mary Horger, Financial Services Manager, Shannon Riley, Deputy City Manager
		PRESENTER:	Tim Eriksen, City Engineer and Director of Public Works

ATTACHMENTS:

1. Bid Results - Downtown Streetscape and Road Diet Project - Spec 1819-173
2. Ghilotti Bid - Streetscape Road Diet Project
3. Ukiah Streetscape - Opinion of Cost Breakdown - FINAL
4. 12b Correspondence Received - Roy Krausen
5. 12b Correspondence Received - Neil Davis
6. 12b Correspondence Received - Tom Zimlich
7. 12b Correspondence Received - Kathie Godec
8. 12b Correspondence Received - Bill Taylor
9. 12b Correspondence Received - Mark Winkler
10. 12b Correspondence Received - Dan Hollbrook
11. 12b Correspondence Received - Suzanne Pletcher

Summary: City Council will consider awarding a contract for the construction of the Downtown Streetscape Project. The Council will also consider the proposed funding plan for the project.

Background: On November 6, 2019, Council approved the plans and specifications and directed staff to advertise for bids for the Construction of the Downtown Streetscape Project, Specification No. 19-18. This project consists of traffic lane reconfigurations with dedicated left turn lanes and expansion of traffic lane widths. The project also includes new traffic signals, which will be demand-based instead of timed. Pedestrian facilities will be enhanced to include sidewalks widened to a minimum of 10', bulbouts at intersections and repairs to any broken or uneven sidewalks. The project also includes streetscape features such as additional street trees, bicycle racks and outdoor dining locations.

Discussion: On November 13, 2019, bids were released to all A Classification Contractors as well as the Builders Exchanges. Specifications were also posted to the City's website and published in the Ukiah Daily Journal on November 17th and 24th, 2019. A mandatory pre-bid meeting was held on December 4, 2019, with five potential bidders in attendance.

Bids were received until 2:00 p.m. on Wednesday, February 5, 2020, at which time five bids were received and opened by the City Clerk. The bid tabulation is provided as Attachment 1. Bids were received from Granite Construction Co., Ghilotti Construction Co., Argonaut Construction, Team Ghilotti, Inc. and Wahland Construction, Inc.

After careful review of the bids received, Ghilotti Construction has been found to be the lowest responsible

bidder, with a bid submitted in the amount of \$6,448,215.95. Please refer to Attachment 2 for a copy of their bid.

Please note: Wahlund Construction's bid in the amount of \$19,298,932.26 was calculated based on the actual unit price submitted in their bid for line item 75, as instructed by the bid documents. This brought their total bid much higher than they originally intended. The bid as originally submitted had a total bid amount of \$6,936,307.26.

This project has several secured funding sources, including grants and committed funds. The project also requires the use of funds from other identified sources, including utility impact contribution, Gas Tax, and RDA bond proceeds. It is important to note that, even ten years ago, Staff and City Councils understood that grants would not cover the entire cost of the project. The expectation was that redevelopment funds would be used to close the funding gap; though most of those funds were lost with the Statewide elimination of redevelopment, the City still has access to a portion of the "bond proceeds," which are hereby being applied to the project. The breakdown of the funds recommended for this project is included as Attachment 3.

Funding Recommendation

The City currently has \$3,475,102 of funds committed to this project by grant or Council action. With the competitive bids submitted, Staff has identified additional funds as shown in Attachment 3. The following narrative explains the portion of the attached spreadsheet that is "Recommended Additions."

Gas Tax

These funds are discretionary for a variety of transportation projects. The utilization of these funds was presented to Council on November 6th in conjunction with the Engineer's Estimate and the plans and specifications.

SB1

These funds are discretionary to some degree, but can only be used on streets that are classified as collector or larger. State Street meets this criteria. These funds are a relatively new source, having now been available for the past three years. These funds were utilized for the reconstruction of Washington Avenue and Orchard Avenue in previous cycles.

Redevelopment Bond Proceeds

As previously stated, the pre-2011 expectation was that redevelopment funds would be used to close the funding gap; though most of those funds were lost with the Statewide elimination of redevelopment, the City still has access to a portion of the "bond proceeds," which are hereby being applied to the project.

Utilities

As with other street reconstruction projects, the utilities pay for the areas of the road and sidewalk that they impact. Staff has calculated out each utility's share based on square footage disturbance for both road and sidewalk. The actual amount will be based on measured field quantities.

With these funding sources (previously secured and proposed), the total amount available for the project is \$7,375,102, which covers the cost of the project plus a 10% contingency at \$644,822 and project management services up to \$265,000. At this time, Staff recommends awarding the contract for the

construction of the Downtown Streetscape Project to Ghilotti Construction in the amount of \$6,448,215.95, as well as approving the corresponding budget amendment based on the proposed funding sources as identified in Attachment #3.

Recommended Action: Award a contract for the Downtown Streetscape and Road Diet, Specification #19-18 to Ghilotti Construction in the amount of \$6,448,215.95 plus City Engineer approved change orders up to 10% of the original Bid, \$644,822, for a total of \$7,093,037.54 and associated budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

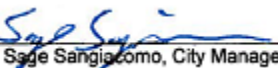
CURRENT BUDGET AMOUNT: 12024200.80230.18019: \$974,689; 10024200.80230.18019: \$2,333,000; 50924200.80230.18019: \$0; 50024200.80230.18019: \$0; 82027111.80230.18019: \$0; 84427221.80230.18019: \$0; 80126100.80230.18048: \$0

PROPOSED BUDGET AMOUNT: Each account will need amendments to add the following dollar amounts: 12024200.80230.18019: \$1,900,000; 10024200.80230.18019: \$167,413; 50924200.80230.18019: \$60,935; 50024200.80230.18019: \$1,452,000; 82027111.80230.18019: \$216,418; 84427221.80230.18019: \$193,410; 80126100.80230.18048: \$60,172

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

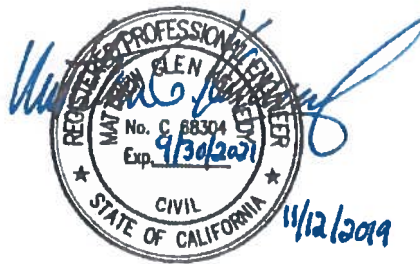
COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

DOWNTOWN STREETScape AND ROAD DIET PROJECT															
CITY OF UKIAH															
Bid Opening: February 5, 2020				* marks an allowance		Ghilotti Construction Company, Inc.		Granite Construction		Argonaut Constructors		Team Ghilotti, Inc		Wahlund Construction, Inc.	
						246 Ghilotti Avenue Santa Rosa, CA 95407		1324 S. State Street Ukiah, CA 95482		360 Sutton Place Santa Rosa, CA 95407		2531 Petaluma Blvd South Petaluma, CA 94952		830 HILMA DR EUREKA, CA 95503	
Base Bid															
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	760090	STREETSCAPE MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	1	LS	\$125,000.00	\$125,000.00	\$165,000.00	\$165,000.00	\$175,000.00	\$175,000.00	\$85,327.00	\$85,327.00	\$150,000.00	\$150,000.00	
2	760091	ROAD DIET MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	1	LS	\$125,000.00	\$125,000.00	\$115,000.00	\$115,000.00	\$175,000.00	\$175,000.00	\$85,255.82	\$85,255.82	\$150,000.00	\$150,000.00	
3	130300	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	1	LS	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$24,000.00	\$24,000.00	
4	130320	STORM WATER SAMPLING AND ANALYSIS DAY	7	EA	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$375.00	\$2,625.00	\$545.00	\$3,815.00	\$875.00	\$6,125.00	
5	074020	TEMPORARY WATER POLLUTION CONTROL MEASURES	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$37,500.00	\$37,500.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	
6		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	1	LS	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00	\$9,500.00	\$9,500.00	\$7,995.00	\$7,995.00	\$27,000.00	\$27,000.00	
7		CONSTRUCTION AREA SIGNS	1	LS	\$4,107.00	\$4,107.00	\$6,255.00	\$6,255.00	\$4,110.00	\$4,110.00	\$4,500.00	\$4,500.00	\$47,000.00	\$47,000.00	
8		TRAFFIC CONTROL SYSTEM	1	LS	\$245,000.00	\$245,000.00	\$380,000.00	\$380,000.00	\$447,475.00	\$447,475.00	\$233,777.00	\$233,777.00	\$135,500.00	\$135,500.00	
9		CONSTRUCTION SURVEY	1	LS	\$21,750.00	\$21,750.00	\$21,750.00	\$21,750.00	\$36,750.00	\$36,750.00	\$23,750.00	\$23,750.00	\$71,000.00	\$71,000.00	
10	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	9042	LF	\$1.20	\$10,850.40	\$1.20	\$10,850.40	\$1.20	\$10,850.40	\$1.00	\$9,042.00	\$1.20	\$10,850.40	
11	846035	REMOVE THERMOPLASTIC TRAFFIC MARKING	438	SF	\$2.10	\$919.80	\$2.10	\$919.80	\$2.10	\$919.80	\$1.10	\$4,818.00	\$2.10	\$919.80	
12	152438	ADJUST EXISTING MANHOLE COVER TO GRADE	14	EA	\$1,500.00	\$21,000.00	\$2,400.00	\$33,600.00	\$1,600.00	\$22,400.00	\$1,185.00	\$16,590.00	\$1,800.00	\$25,200.00	
13	152402	ADJUST EXISTING VALVE/SSCO TO GRADE	87	EA	\$900.00	\$78,300.00	\$575.00	\$50,025.00	\$1,000.00	\$87,000.00	\$895.00	\$77,865.00	\$800.00	\$69,600.00	
14	152469	ADJUST EXISTING UTILITY COVER TO GRADE (SIDEWALK)	178	EA	\$175.00	\$31,150.00	\$345.00	\$61,410.00	\$200.00	\$35,600.00	\$1,185.00	\$210,930.00	\$1,100.00	\$195,800.00	
15	153215	REMOVE CONCRETE (CURB AND GUTTER)	5315	LF	\$15.00	\$79,725.00	\$12.00	\$63,780.00	\$15.50	\$82,382.50	\$20.50	\$108,957.50	\$10.00	\$53,150.00	
16	153218	REMOVE CONCRETE SIDEWALK AND FLATWORK	46270	SF	\$3.50	\$161,945.00	\$3.75	\$173,512.50	\$5.00	\$231,350.00	\$3.35	\$155,004.50	\$2.00	\$92,540.00	
17	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT CONFORMS	3683	SF	\$2.00	\$7,366.00	\$0.50	\$1,841.50	\$2.00	\$7,366.00	\$7.00	\$25,781.00	\$15.00	\$55,245.00	
18	398201	REMOVE ASPHALT CONCRETE PAVEMENT TO CONCRETE ROADWAY	54651	SF	\$1.00	\$54,651.00	\$0.75	\$40,988.25	\$0.90	\$49,185.90	\$1.25	\$68,313.75	\$1.50	\$81,976.50	
19		REMOVE CONCRETE ROADWAY	18061	SF	\$7.00	\$126,427.00	\$9.00	\$162,549.00	\$9.90	\$178,803.90	\$6.20	\$111,978.20	\$2.75	\$49,667.75	
20	170103	CLEARING AND GRUBBING	1	LS	\$25,000.00	\$25,000.00	\$77,000.00	\$77,000.00	\$250,000.00	\$250,000.00	\$72,500.00	\$72,500.00	\$131,000.00	\$131,000.00	
21	190101	ROADWAY EXCAVATION (FINAL)	3570	CY	\$125.00	\$446,250.00	\$125.00	\$446,250.00	\$93.00	\$332,010.00	\$65.25	\$232,942.50	\$96.00	\$342,720.00	
22	190167	REMOVE UNSUITABLE MATERIAL	50	CY	\$125.00	\$6,250.00	\$124.00	\$6,200.00	\$160.00	\$8,000.00	\$147.00	\$7,350.00	\$200.00	\$10,000.00	
23	260201	CLASS 2 AGGREGATE BASE (FINAL)	3020	CY	\$130.00	\$392,600.00	\$155.00	\$468,100.00	\$140.00	\$422,800.00	\$195.00	\$588,900.00	\$97.50	\$294,450.00	
24	390132	HOT MIX ASPHALT (TYPE A)	4240	TN	\$160.00	\$678,400.00	\$215.00	\$911,600.00	\$165.00	\$699,600.00	\$206.00	\$873,440.00	\$175.00	\$742,000.00	
25	393004	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	6070	SY	\$4.00	\$24,280.00	\$2.92	\$17,743.82	\$2.17	\$13,171.90	\$3.20	\$19,424.00	\$7.00	\$42,490.00	
26	650507	12"REINFORCED CONCRETE PIPE (CLASS IV)	325	LF	\$225.00	\$73,125.00	\$264.00	\$85,800.00	\$280.00	\$91,000.00	\$245.00	\$79,625.00	\$325.00	\$105,625.00	
27	707050	DRAINAGE INLET	12	EA	\$3,300.00	\$39,600.00	\$4,500.00	\$54,000.00	\$6,500.00	\$78,000.00	\$6,025.00	\$72,300.00	\$3,700.00	\$44,400.00	
28	152609	MODIFY EXISTING DRAINAGE INLET TO MANHOLE	2	EA	\$6.00	\$12.00	\$6.00	\$12.00	\$6.00	\$12.00	\$6.00	\$12.00	\$6.00	\$12.00	
29		LID STORM DRAIN INLET	10	EA	\$2,200.00	\$22,000.00	\$1,500.00	\$15,000.00	\$4,150.00	\$41,500.00	\$3,550.00	\$35,500.00	\$2,700.00	\$27,000.00	
30	150820	REMOVE EXISTING DRAINAGE INLET	12	EA	\$600.00	\$7,200.00	\$1,000.00	\$12,000.00	\$700.00	\$8,400.00	\$3,450.00	\$14,400.00	\$650.00	\$7,800.00	
31		TRENCH BRACING AND SHORING	1	LS	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	
32	730010	MINOR CONCRETE (CURB)	50	LF	\$45.00	\$2,250.00	\$75.00	\$3,750.00	\$29.20	\$1,460.00	\$31.50	\$1,575.00	\$32.00	\$1,600.00	
33	731504	MINOR CONCRETE (CURB AND GUTTER)	5275	LF	\$45.00	\$237,375.00	\$32.00	\$168,800.00	\$36.00	\$189,900.00	\$39.20	\$206,780.00	\$40.00	\$211,000.00	
34	731516	MINOR CONCRETE (DRIVEWAY)	2877	SF	\$18.00	\$51,786.00	\$25.00	\$71,925.00	\$16.25	\$46,751.25	\$17.65	\$50,779.05	\$18.00	\$51,786.00	
35	731521	MINOR CONCRETE (SIDEWALK, LIGHT EXPOSED AGGREGATE FINISH)	25750	SF	\$13.00	\$334,750.00	\$20.00	\$515,000.00	\$15.00	\$386,250.00	\$16.25	\$418,437.50	\$22.00	\$566,500.00	
36	731516	MINOR CONCRETE (SIDEWALK, MEDIUM EXPOSED AGGREGATE FINISH)	8700	SF	\$13.00	\$113,100.00	\$20.00	\$174,000.00	\$15.00	\$130,500.00	\$16.25	\$141,375.00	\$22.00	\$191,400.00	
37	731623	MINOR CONCRETE (CURB RAMP, EXPOSED AGGREGATE FINISH)	55	EA	\$3,000.00	\$165,000.00	\$1,200.00	\$66,000.00	\$3,560.00	\$195,800.00	\$4,500.00	\$247,500.00	\$4,000.00	\$220,000.00	
38		BRICK BAND	2800	LF	\$55.00	\$154,000.00	\$40.00	\$112,000.00	\$27.50	\$77,000.00	\$50.00	\$140,000.00	\$25.00	\$62,500.00	
39	206400	IRRIGATION SYSTEM	1	LS	\$257,504.00	\$257,504.00	\$257,504.00	\$257,504.00	\$380,295.00	\$380,295.00	\$350,000.00	\$350,000.00	\$429,000.00	\$429,000.00	
40	204003	STREET TREE	105	EA	\$1,070.00	\$112,350.00	\$1,070.00	\$112,350.00	\$600.00	\$63,000.00	\$765.00	\$80,325.00	\$750.00	\$78,750.00	
41	205034	DECOMPOSED GRANITE TREE WELL	2170	SF	\$5.00	\$10,850.00	\$5.00	\$10,850.00	\$8.50	\$18,445.00	\$27.50	\$59,675.00	\$4.50	\$9,765.00	
42		BENCH	25	EA	\$2,500.00	\$62,500.00	\$2,200.00	\$55,000.00	\$2,600.00	\$65,000.00	\$3,685.00	\$92,125.00	\$2,900.00	\$72,500.00	
43		TRASH RECEPTACLE	17	EA	\$1,500.00	\$25,500.00	\$2,025.00	\$34,425.00	\$2,500.00	\$42,500.00	\$3,915.00	\$66,555.00	\$2,350.00	\$39,950.00	
44		BIKE RACK	28	EA	\$1,000.00	\$28,000.00	\$300.00	\$8,400.00	\$375.00	\$10,500.00	\$1,175.00	\$32,900.00	\$375.00	\$10,500.00	
45		PLANTER RAIL	940	LF	\$115.00	\$108,100.00	\$140.00	\$131,600.00	\$145.00	\$136,300.00	\$135.00	\$126,900.00	\$100.00	\$94,000.00	
46	204010	PLANTING AREA	6223	SF	\$15.00	\$93,345.00	\$15.00	\$93,345.00	\$9.00	\$56,007.00	\$10.00	\$62,230.00	\$8.31	\$51,713.13	
47	204099	PLANT ESTABLISHMENT WORK	1	LS	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$45,000.00	\$45,000.00	\$49,777.00	\$49,777.00	\$17,925.00	\$17,925.00	
48		BIORETENTION AREA	4100	SF	\$19.00	\$77,900.00	\$25.00	\$102,500.00	\$15.00	\$61,500.00	\$45.50	\$186,550.00	\$9.16	\$37,556.00	
49	810116	SURVEY MONUMENT	7	EA	\$2,500.00	\$17,500.00	\$3,200.00	\$22,400.00	\$1,100.00	\$7,700.00	\$1,320.00	\$9,240.00	\$900.00	\$6,300.00	
50	208690	FLAG POLE SLEEVE	90	EA	\$200.00	\$18,000.00	\$200.00	\$18,000.00	\$35.00	\$3,150.00	\$197.00	\$17,730.00	\$45.00	\$4,050.00	
51	568064	PARKING METER POST	38	EA	\$250.00	\$9,500.00	\$250.00	\$9,500.00	\$350.00	\$13,300.00	\$630.00	\$23,940.00	\$550.00	\$20,900.00	
52	810230	PAVEMENT MARKER	259	EA	\$3.00	\$777.00	\$3.00	\$777.00	\$3.00	\$777.00	\$10.95	\$2,836.05	\$3.27	\$846.93	
53	820280	REMOVE ROADSIDE SIGN (METAL POST)	91	EA	\$100.00	\$9,100.00	\$75.00	\$6,825.00	\$193.00	\$17,563.00	\$210.00	\$19,110.00	\$75.00	\$6,825.00	
54	820310	REMOVE ROADSIDE SIGN PANEL	75	EA	\$93.00	\$6,975.00	\$75.00	\$5,625.00	\$93.00	\$6,975.00	\$101.00	\$7,575.00	\$75.00	\$5,625.00	
55	8208														

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

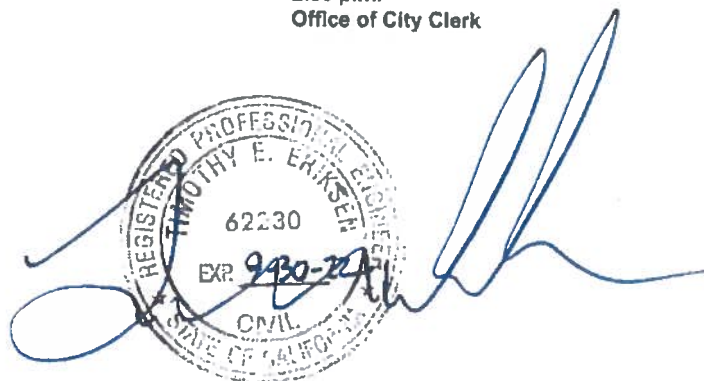
**SPECIAL PROVISIONS
FOR
DOWNTOWN STREETScape AND ROAD DIET PROJECT
SPECIFICATION NO. 1819-173
FEDERAL PROJECT NO. RPSTPLE-5049(025) and HSIPL-5049(026)**



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

MANDATORY PRE-BID MEETING: 1:00 p.m., Wednesday, December 4, 2019
Ukiah Civic Center, Conference Room #3, 300 Seminary Avenue, Ukiah CA 95482

Bids Open: Wednesday, December 11, 2019
2:00 p.m.
Office of City Clerk



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:

- **Proposal (Page 147)**
 - 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 155)**
 - Filled out completely per instruction
- **Worker's Compensation Certificate (Page 156)**
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment (Page 157)**
 - Filled out completely per instruction
- **List of Proposed Subcontractors (Page 158)**
 - Filled out completely per instruction
- **Statement of Experience (Page 159)**
- **Signature of Bidder (Page 160)**
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond (Page 161)**
 - Filled out completely per instruction
- **Non-Collusion Affidavit (Page 162)**
 - Filled out completely per instruction
 - Notarized
- **Equal Employment Opportunity Certification (Page 163)**
- **Debarment and Suspension Certification (Page 164)**
- **Non-Lobbying Certification for Federal Aid Contracts (Page 165)**
- **Disclosure of Lobbying Activities (Page 166)**
- **Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1 (Page 169)**
- **Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2 (Page 170)**
- **Exhibit 15-G Construction Contract DBE Commitment (Page 171)**
- **Exhibit 15-H: Proposer/Contractor Good Faith Efforts (Page 174)**
- **Public Contract Code Section 10285.1 Statement (Page 177)**
- **Public Contract Code Section 10162 Questionnaire (Page 178)**
- **Public Contract Code Section 10232 Statement (Page 179)**
- **Addenda – Checked for any issued on the City website at www.cityofukiah.com/purchasing**

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
DOWNTOWN STREETSCAPE AND ROAD DIET**

Specification No. 1819-173

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, not including the add alternate bid item.

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

Ghilotti Construction Company, Inc.
1819-173
DOWNTOWN STREETScape AND ROAD DIET

Item #	Description	Unit of Measure	Quantity	Unit Price	Total
1	Streetscape Mobilization, Demobilization, and Final Cleanup	LS	1	\$ <u>125000</u>	\$ <u>125000</u>
2	Road Diet Mobilization, Demobilization, and Final Cleanup	LS	1	\$ <u>125000</u>	\$ <u>125000</u>
3	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$ <u>2000</u>	\$ <u>2000</u>
4	Storm Water Sampling and Analysis Day	EA	7	\$ <u>500</u>	\$ <u>3500</u>
5	Temporary Water Pollution Control Measures	LS	1	\$ <u>15000</u>	\$ <u>15000</u>
6	Progress Schedule (Critical Path Method)	LS	1	\$ <u>2000</u>	\$ <u>2000</u>
7	Construction Area Signs	LS	1	\$ <u>4107</u>	\$ <u>4107</u>
8	Traffic Control System	LS	1	\$ <u>245000</u>	\$ <u>245000</u>
9	Construction Survey	LS	1	\$ <u>21750</u>	\$ <u>21750</u>
10	Remove Thermoplastic Traffic Stripe	LF	9,042	\$ <u>1.20</u>	\$ <u>10850.40</u>
11	Remove Thermoplastic Traffic Marking	SF	438	\$ <u>2.10</u>	\$ <u>919.80</u>
12	Adjust Existing Manhole Cover to Grade	EA	14	\$ <u>1500</u>	\$ <u>21000</u>
13	Adjust Existing Valve/SSCO to grade	EA	87	\$ <u>900</u>	\$ <u>78300</u>
14	Adjust Existing Utility Cover to Grade (Sidewalk)	EA	178	\$ <u>175</u>	\$ <u>31150</u>
15	Remove Concrete (Curb and Gutter)	LF	5,315	\$ <u>15</u>	\$ <u>79725</u>

16	Remove Concrete Sidewalk and Flatwork	SF	46,270	\$ <u>3.50</u>	\$ <u>161945</u>
17	Cold Plane Asphalt Concrete Pavement Conforms	SF	3,683	\$ <u>2</u>	\$ <u>7366</u>
18	Remove Asphalt Concrete Pavement to Concrete Roadway	SF	54,651	\$ <u>1</u>	\$ <u>54651</u>
19	Remove Concrete Roadway	SF	18,061	\$ <u>7</u>	\$ <u>126427</u>
20	Clearing and Grubbing	LS	1	\$ <u>25000</u>	\$ <u>25000</u>
21	Roadway Excavation (FINAL)	CY(F) ^(B) CY(F)	3,570	\$ <u>125</u>	\$ <u>446250</u>
22	Remove Unsuitable Material	CY	50	\$ <u>125</u>	\$ <u>6250</u>
23	Class 2 Aggregate Base	CY	3,020	\$ <u>130</u>	\$ <u>392600</u>
24	Hot Mix Asphalt (Type A)	TON	4,240	\$ <u>160</u>	\$ <u>678400</u>
25	Geosynthetic Pavement Interlayer (Paving Fabric)	SY	6,070	\$ <u>4</u>	\$ <u>24280</u>
26	12" Reinforced Concrete Pipe (Class IV)	LF	325	\$ <u>225</u>	\$ <u>73125</u>
27	Drainage Inlet	EA	12	\$ <u>3300</u>	\$ <u>39600</u>
28	Modify Existing Drainage Inlet to Manhole	EA		\$ _____	\$ _____
29	LID Storm Drain Inlet	EA	10	\$ <u>2200</u>	\$ <u>22000</u>
30	Remove Existing Drainage Inlet	EA	12	\$ <u>600</u>	\$ <u>7200</u>
31	Trench Bracing and Shoring	LS	1	\$ <u>3500</u>	\$ <u>3500</u>
32	Minor Concrete (Curb)	LF	50	\$ <u>45</u>	\$ <u>2250</u>

33	Minor Concrete (Curb and Gutter)	LF	5,275	\$ <u>45</u>	\$ <u>263250</u>
34	Minor Concrete (Driveway)	SF	2,877	\$ <u>18</u>	\$ <u>51786</u>
35	Minor Concrete (Sidewalk, light exposed aggregate finish)	SF	25,750	\$ <u>13</u>	\$ <u>334750</u>
36	Minor Concrete (Sidewalk, medium exposed aggregate finish)	SF	8,700	\$ <u>13</u>	\$ <u>113100</u>
37	Minor Concrete (Curb Ramp, exposed aggregate finish)	EA	55	\$ <u>3000</u>	\$ <u>165000</u>
38	Brick Band	LF	2,800	\$ <u>55</u>	\$ <u>154000</u>
39	Irrigation System	LS	1	\$ <u>257504</u>	\$ <u>257504</u>
40	Street Tree	EA	105	\$ <u>1070</u>	\$ <u>112350</u>
41	Decomposed Granite Tree Well	SF	2,170	\$ <u>5</u>	\$ <u>10850</u>
42	Bench	EA	25	\$ <u>2500</u>	\$ <u>62500</u>
43	Trash Receptacle	EA	17	\$ <u>1500</u>	\$ <u>25500</u>
44	Bike Rack	EA	28	\$ <u>1000</u>	\$ <u>28000</u>
45	Planter Rail	LF	940	\$ <u>115</u>	\$ <u>108100</u>
46	Planting Area	SF	6,223	\$ <u>15</u>	\$ <u>93345</u>
47	Plant Establishment Work	LS	1	\$ <u>16000</u>	\$ <u>16000</u>
48	Bioretention Area	SF	4,100	\$ <u>19</u>	\$ <u>77900</u>
49	Survey Monument	EA	7	\$ <u>2500</u>	\$ <u>17500</u>

50	Flag Pole Sleeve	EA	90	\$ <u>200</u>	\$ <u>18000</u>
51	Parking Meter Post	EA	38	\$ <u>250</u>	\$ <u>9500</u>
52	Pavement Marker	EA	259	\$ <u>3</u>	\$ <u>777</u>
53	Remove Roadside Sign (Metal Post)	EA	91	\$ <u>100</u>	\$ <u>9100</u>
54	Remove Roadside Sign Panel	EA	75	\$ <u>93</u>	\$ <u>6975</u>
55	Metal Roadside Sign	EA	75	\$ <u>92</u>	\$ <u>6900</u>
56	Roadside Sign - One Post	EA	91	\$ <u>262</u>	\$ <u>23842</u>
57	Parking Tee Traffic Stripe	EA	610	\$ <u>15</u>	\$ <u>9150</u>
58	Traffic Stripe (Detail 22)	LF	1,428	\$ <u>2.50</u>	\$ <u>3570</u>
59	Traffic Stripe (Detail 27B)	LF	200	\$ <u>1</u>	\$ <u>200</u>
60	Traffic Stripe (Detail 32)	LF	920	\$ <u>5.50</u>	\$ <u>5060</u>
61	Traffic Stripe (Detail 37B)	LF	200	\$ <u>1.70</u>	\$ <u>340</u>
62	Traffic Stripe (Detail 38)	LF	546	\$ <u>2</u>	\$ <u>1092</u>
63	Traffic Stripe (Detail 40)	LF	53	\$ <u>6</u>	\$ <u>318</u>
64	Thermoplastic Crosswalk and Pavement Marking	SF	2,513	\$ <u>7.75</u>	\$ <u>19475.75</u>
65	Decorative Thermoplastic Crosswalk (State St / Seminary Ave)	LS	1	\$ <u>13860</u>	\$ <u>13860</u>
66	Decorative Thermoplastic Crosswalk (State St / Perkins St)	LS	1	\$ <u>22420</u>	\$ <u>22420</u>

67	Decorative Thermoplastic Crosswalk (State St / Standley St)	LS	1	\$ <u>20930</u>	\$ <u>20930</u>
68	Decorative Thermoplastic Crosswalk (State St / Henry St)	LS	1	\$ <u>9550</u>	\$ <u>9550</u>
69	Modify Signal (State Street / Mill Street)	LS	1	\$ <u>75000</u>	\$ <u>75000</u>
70	Modify Signal (State Street / Perkins Street)	LS	1	\$ <u>75000</u>	\$ <u>75000</u>
71	Modify Signal (State Street / Standley Street)	LS	1	\$ <u>75000</u>	\$ <u>75000</u>
72	Remove Lighting Standard	EA	2	\$ <u>1350</u> 2000	\$ <u>2700</u> 4000
73	Inductive Loop Detector	EA	8	\$ <u>705</u> 700	\$ <u>5640</u> 5600
74	Lighting System	LS	1	\$ <u>867825</u> 100000	\$ <u>867825</u> 100000
75	Excavation and Subgrade Preparation for Minor Concrete Work	SF	55,500	\$ <u>5.50</u>	\$ <u>305250</u>
76	Bioretention Curb	LF	825	\$ <u>85</u>	\$ <u>70125</u>
77	Bioretention Curb and Gutter	LF	575	\$ <u>115</u>	\$ <u>66125</u>
78	Rectangular Rapid Flashing Beacon (State St / Seminary Ave)	LS	1	\$ <u>22785</u>	\$ <u>22785</u>
TOTAL BASE BID→				\$ <u>6,474,090.95</u>	

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of February 5, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 644515, expiration date 5/31/20.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

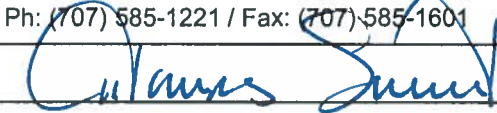
Department of Industrial Relations Public Works Contractor Registration Number: 1000003044

Signature of bidder or bidders, with business name, address, phone number and fax number:

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

Ph: (707) 585-1221 / Fax: (707) 585-1601



Thomas Smith, Estimating Manager

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.

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

Richard W. Ghilotti - President, Treasurer; Stacy L. Magill - Secretary

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

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.

DOWNTOWN STREETSCAPE AND ROAD DIET



(Signature of Bidder)

Thomas Smith, Estimating Manager

Business Mailing Address:

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue

Santa Rosa, CA 95407

Business Location:

246 Ghilotti Avenue

Santa Rosa, CA 95407

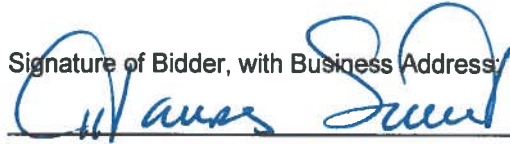
(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this 11th day of December, 20X 19

Signature of Bidder, with Business Address:



Thomas Smith, Estimating Manager

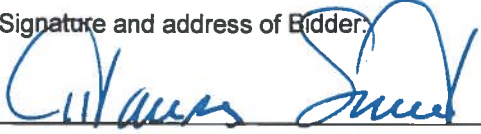
Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

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 12/11/19

Thomas Smith, Estimating Manager

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

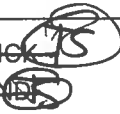
LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
ABSL Construction	621781	1000002818	29393 Pacific Hayward, CA	AC GRINDING/ COLD PLANE
			94544	
Lone Star Landscape, Inc.	463280	1000002345	Po Box 70 San Martin, CA	LANDSCAPE & IRRIGATION, Brick Band
			95046	

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
				BRICK BANDS 
Statewide Safety	975518	1000001109	P.O. Box 5299 Irvine, CA 92614	ROADSIDE SIGNS

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
Asphalt Impressions	900385	1000002092	8150 37 th Ave. Sacramento, CA 95804	DECORATIVE THERMOPLASTIC CROSSWALK
Sierra Traffic Markings Inc.	755317	1000002783	9725 Del Rd. Ste B Roseville, CA 95747	STRIPING & PAVEMENT MARKINGS

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

See attached

GHILOTTI CONSTRUCTION COMPANY



COMPLETED PROJECTS (LAST 5 YEARS)				12/5/2019
Project Name / Location	For Whom Performed	Value	Job #	Est. Completion Date
2017-2018 PAVEMENT PRESERVATION PROGRAM, CHIP SEALS & OVERLAYS Sonoma County (Various Locations)	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$4,465,430.70	5810	8/19
2018 PAVEMENT PRESERVATION FDR & OVERLAYS Sonoma County	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$4,059,215.15	5825	8/19
FY 2017-18 LOCAL STREETS REHABILITATION Larkspur	CITY OF LARKSPUR 400 MAGNOLIA AVENUE LARKSPUR, CA 94939 CONTACT: RITA SCHOCH PH: 415/927-5017 FX: 415/927-5022	\$2,264,020.50	5817	12/18
BODEGA HWY PAVEMENT REHABILITATION & VARIOUS STREETS & ROADS PRESERVATION Sonoma County	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$4,585,392.45	5777	2/19
FY 2016-17 PAVEMENT MAINTENANCE Larkspur	CITY OF LARKSPUR 400 MAGNOLIA AVE. LARKSPUR, CA 94939 CONTACT: JULIAN SKINNER PH: 415/927-5017 FX: 415/927-5090	\$1,567,320.00	5764	12/17
2017 PAVEMENT PRESERVATION Sonoma County (Various Locations)	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$7,733,881.90	5759	10/18

NEIGHBORHOOD STREETS INITIATIVE & ROSELAND STREET OVERLAY Santa Rosa	CITY OF SANTA ROSA 69 STONY CIRCLE SANTA ROSA, CA 95401 PH: 707/543-3800 FX: 707/543-3801 CONTACT: DAVID MONTAGUE	\$2,373,476.40	5754	9/18
ROHNERT PARK STREET SMART PROJECT	CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 CONTACT: ART DA ROSA PH: 707/588-2232 FX: 707/794-9242	\$558,510.00	5729	8/18
STREET RESURFACING 2015-2016 San Rafael	CITY OF SAN RAFAEL 111 MORPHEW ST. SAN RAFAEL, CA 94901 CONTACT: STEPHANIE GINDLESPERGER, P.E. PH: 415/485-3355 FX: 415/485-3334	\$1,663,185.70	5710	12/17
MEASURE Q PAVEMENT REPAIR PROJECT #1 Concord	CITY OF CONCORD 1950 PARKSIDE DRIVE CONCORD, CA 94519 CONTACT: RODNEY McHALE, PM PH: 925/671-3028	\$2,412,756.40	5698	4/17
ROHNERT PARK ROAD REHABILITATION	CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 CONTACT: MARY GRACE PAWSON PH: 707/588-2232 FX: 707/794-9242	\$688,727.90	5696	8/18
2016 PAVEMENT REHABILITATION Davis	CITY OF DAVIS 23 RUSSELL BLVD DAVIS, CA 95616 CONTACT: DIANE PHILLIPS PH: 530/757-5686 FX: 530/758-4738	\$1,737,632.55	5695	2/18
2016 PAVEMENT PRESERVATION Windsor	TOWN OF WINDSOR BLDG 400, WINDSOR CIVIC CTR 9291 OLD REDWOOD HWY WINDSOR, CA 95492 CONTACT: ALEJANDRO PEREZ PH: 707/838-5340 FX: 707/838-3137	\$1,316,785.60	5693	5/17
2016 ROAD RESURFACING - SOUTHERN REGION Various locations in Marin Co.	COUNTY OF MARIN P.O. BOX 4186 SAN RAFAEL, CA 94913-4186 CONTACT: ERNEST KLOCK PH: 415/473-6528 FX: 415/473-3799	\$1,421,575.00	5690	8/17

2015-2016 PAVEMENT PRESERVATION PROGRAM - BONDED WEARING COURSE Various Locations in Sonoma Co.	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$5,369,272.23	5677	6/17
ROHNERT PARK EXPRESSWAY REHABILITATION PHASE 2 Rohnert Park	CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 CONTACT: MARY GRACE PAWSON PH: 707/588-2232 FX: 707/794-9242	\$680,389.00	5656	1/17
DIXON/VACAVILLE BICYCLE ROUTE PHASE 5B Dixon/Vacaville	COUNTY OF SOLANO, DPW 675 TEXAS STREET, STE 5500 FAIRFIELD, CA 94533-6341 CONTACT: MATHEW TUGGLE PH: 707/784-6074 FX: 707/784-2894	\$2,255,727.00	5650	7/17
2015 ROAD REHABILITATION WESTERN REGION Marin County	COUNTY OF MARIN P.O. BOX 4186 SAN RAFAEL, CA 94913-4186 CONTACT: ERNEST KLOCK PH: 415/473-6528 FX: 415/473-3799	\$2,049,895.50	5648	12/15
RESURFACING PORTIONS OF VARIOUS ROADWAYS IN FAIRFIEW & ASHLAND AREAS OF ALAMEDA CO. Alameda County	COUNTY OF ALAMEDA 951 TURNER COURT HAYWARD, CA 94545 PH: 510/670-5450 FX: 510/670-5269	\$1,396,993.00	5645	10/16
2015 ROAD REHABILITATION SOUTHERN REGION Marin County	COUNTY OF MARIN P.O. BOX 4186 SAN RAFAEL, CA 94913-4186 CONTACT: ERNEST KLOCK PH: 415/473-6528 FX: 415/473-3799	\$1,614,373.00	5635	12/15
MAIN STREET PAVEMENT RECONSTRUCTION Milpitas	CITY OF MILPITAS 455 E. CALAVERAS BLVD. MILPITAS, CA 95035-5411 CONTACT: MICHAEL BOITNOTT, P.E. PH: 408/586-3315 CELL: 408/591-9219 FAX: 408/586-3305	\$3,046,388.75	5614	2/16
2014 PAVEMENT REHAB - FDR Various Locations in Sonoma County	COUNTY OF SONOMA DPW/DOT 2300 COUNTY CTR DR, STE B-100 SANTA ROSA, CA 95403 PH: 707/565-2231 FX: 707/565-2620	\$4,526,970.00	5576	1/16

2014 ROAD REHABILITATION PROJECT Central Marin Co.	COUNTY OF MARIN P.O. BOX 4186 SAN RAFAEL, CA 94913-4186 CONTACT: ERNEST KLOCK PH: 415/473-6528 FX: 415/473-3799	\$1,924,150.00	5560	2/15
I-580 / FOOTHILL ROAD INTERCHANGE Pleasanton	CITY OF PLEASANTON CIVIC CENTER 200 OLD BERNAL AVE. PLEASANTON, CA 94566 PH: 925/931-5650 FX: 925/931-5479	\$5,310,415.00	5518	7/15

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.

Ghilotti Construction Company, Inc.

Richard W. Ghilotti, President/Treasurer

Brian Ongaro, Senior VP

Stacy L. Magill, CFO/Secretary

Ali Yazdi, General Mgr.

Licensed in accordance with an act providing for the registration of Contractors:

License No. 644515, License Expiration Date 5/31/20

Signature(s) of Bidder

Thomas Smith, Estimating Manager

Ghilotti Construction Company, Inc.

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: 246 Ghilotti Avenue

Santa Rosa, CA 95407

Place of residence: San Rafael, CA - President

Dated: 12/11/19



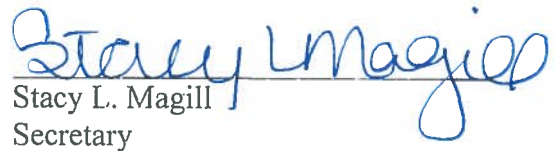
Corporate Resolution to Execute Proposals

Resolved that this Corporation, Ghilotti Construction Company, hereby approves and appoints Richard W. Ghilotti, President of Ghilotti Construction Company, Brian Ongaro, Vice President of Ghilotti Construction Company, Ali Yazdi, VP, General Manager of Ghilotti Construction Company, Stacy L. Magill, Secretary of Ghilotti Construction Company, and Tom Smith, Estimating Manager of Ghilotti Construction Company for the purpose of executing in the name of this corporation, any and all bid documents and Bidder's Bonds.

Resolved further, that any and all actions taken by Richard W. Ghilotti, Brian Ongaro, Ali Yazdi, Stacy L. Magill and Tom Smith in executing said bid documents and Bidder's Bonds be, and they hereby are, ratified and approved, and all such Proposals and bonds and documents are hereby adopted as binding obligations of this corporation.

I, Stacy L. Magill, Secretary of Ghilotti Construction Company, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of resolutions of the Board of Directors of the said corporation, duly and regularly passed and adopted at a special meeting of the Board of Directors of the said corporation which was duly and regularly called and held in all respects as required by law, and by the bylaws of the said corporation, at the office thereof on the 2nd day of November, 2004, at which special meeting a majority of the board of Directors of the said corporations was present and voted in favor of said resolutions.

IN WITNESS WHEREOF, I have hereto set my hand as such Secretary and affixed the corporate seal of the said corporation, this 16th day of September, 2019.


Stacy L. Magill
Secretary

— Engineering Contractor —

246 GHILOTTI AVENUE • SANTA ROSA, CA 95407 • 707-585-1221 • FAX: 707-585-0129

www.ghilotti.com

STATE CONTRACTORS LICENSE #644515

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Ghilotti Construction Company, Inc.

_____, as PRINCIPAL and

Liberty Mutual Insurance Company, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of Total Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on <<DATE OF BID OPENING>> for DOWNTOWN STREETScape AND ROAD DIET
February 5, 2020

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 January,
A.D. 2020.

Ghilotti Construction Company, Inc. (Seal)

Thomas Smith (Seal)

Estimating Manager
Thomas Smith (Seal)
Principal

Liberty Mutual Insurance Company (Seal)

Jana B. Pilgard (Seal)

Jana B. Pilgard, Attorney in Fact (Seal)

Surety

Address: 175 Berkeley St., Boston, MA 02116

ACKNOWLEDGMENT

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

State of California
County of Placer

On January 29, 2020 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200942-977442**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Julie A. Shiroma, Stephen D. Bender, Dona Lisa Buschmann, J. Buschmann, Edward D. Johnson, Robert D. Laux, Jana B. Pilgard, Kathy Rangel

all of the city of Sacramento state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

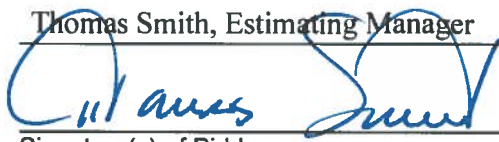
To City Council, City of Ukiah:

The undersigned in submitting a bid for performing DOWNTOWN STREETScape AND ROAD DIET 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.

Ghilotti Construction Company, Inc.

Thomas Smith, Estimating Manager



Signature(s) of Bidder

Business Address: 246 Ghilotti Avenue

Santa Rosa, CA 95407

Place of Residence: San Rafael, CA - President

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20____.

*See attached
Notarial Seal*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California

County of Sonoma

Subscribed and ~~sworn to~~ (or affirmed) before me

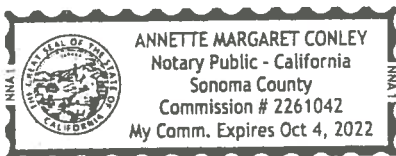
on this 4th day of February, 2020,
by _____ Date _____ Month _____ Year _____

(1) Thomas Smith

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature A Conley
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Ghilotti Construction Company, Inc., proposed subcontractor _____, hereby certifies that he has X, has not, participated in

a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or

11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal

Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on

Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

- ☐ a. initial
☐ b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

No Lobbying Activities

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

12. Form of Payment (check all that apply):

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Print Name: Thomas Smith

Title: Estimating Manager

Telephone No.: (707) 585-1221 Date: 12/11/19

Federal Use Only:

Authorized for Local Reproduction

Standard Form - LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Federal Project Number: HSIPL-5049(026)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Mike Brown Electric City, State: Cotati, CA	ELECTRICAL 69-74, 78	1,220,300	100	306767 469	N		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 45 yrs.
Name: City, State:	PLANTER RAIL 45						☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: yrs.
Name: ABSL Construction City, State: Hayward, CA	18,21 - ALL PARTIAL AC GRINDING / COLD PLANE	\$28,000	17-25% 18-33% 21-2.6%	621781 1000005818	Y	5220	☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 36 yrs.
Name: Lone Star City, State: San Martin, CA	39-41, 46-48, 1 LANDSCAPE & IRRIGATION	597,949	100%	463280 1000002345	Y	25591	☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 36 yrs.
Name: Lone Star City, State: San Martin, CA	38 BRICK BAND	126,000	100%	463280 1000002345	Y	25591	☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 36 yrs.
Name: Asphalt Impressions City, State: Sacramento, CA	DECORATIVE 65-68 THERMOPLASTIC CROSSWALK	66,760	100%	900385 1000002092	N		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 13 yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>
 In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Federal Project Number: HSIPL-5049(026)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <u>Sierra Traffic Marking & Striping</u> City, State: <u>Roseville, CA</u>	<u>10,11,57-64,52</u>	<u>\$51,753.-</u>	<u>100%</u>	<u>755317</u> <u>1000002783</u>	<u>N</u>		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: <u>22</u> yrs.
Name: <u>Stokewide Safety</u> City, State: <u>Irvine, CA</u>	<u>Roadside Signs</u> <u>54-56</u>	<u>\$55,280.-</u>	<u>100%</u>	<u>975518</u> <u>1000001109</u>	<u>N</u>		☐ <\$1 million ☐ <\$5 million ☒ <\$10 million ☐ <\$15 million Age of Firm: <u>8</u> yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: _____ yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: _____ yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: _____ yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: _____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>
 In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**
 Federal Project Number: HSIPL-5049(026)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.
Name:							☐ <\$1 million
City, State:							☐ <\$5 million
							☐ <\$10 million
							☐ <\$15 million
							Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: APPLY-A-LINE City, State: PACIFIC, WA	10,11,57-64 STRIPING & MARKING	\$81,259.00	100%	1031889 1000053259	N		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: ____ yrs.
Name: CHN3P Co. City, State: Fremont, CA	same as above	\$72,109	100%	374600 1000 000 306	N		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: ____ yrs.
Name: Marinal Landscape City, State: Orange, CA	Landscape & Irrigation 39-41, 46-48	\$584,620.17	100%	492862 10000000079	N		☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☒ <\$15 million Age of Firm: 24 yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: ____ yrs.
Name: _____ City, State: _____							☐ <\$1 million ☐ <\$5 million ☐ <\$10 million ☐ <\$15 million Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
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								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
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								☐ <\$15 million
								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
								Age of Firm: ____ yrs.
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
								Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 15-G Construction Contract DBE Commitment

DBE 1

1. Local Agency: City of Ukiah 2. Contract DBE Goal: 10%
3. Project Description: Streetscape improvements including sidewalk widening, curb ramps and bulb-outs, lighting, furniture and trees
4. Project Location: State, Perkins, Standley, and Henry Streets, Ukiah, CA
5. Bidder's Name: Ghilotti Construction Company, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: 6,474,090.95
8. Total Dollar Amount for ALL Subcontractors: \$2,309,085.17 9. Total Number of ALL Subcontractors: 8

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
17, 18, 21	AC Grinding / Cold Plane	5270	ABSL Construction 29393 Pacific Street Hayward, CA 94544 (510) 727-0900	\$28,000
all partial				
Local Agency to Complete this Section upon Execution of Award				
21. Local Agency Contract Number: _____			15. TOTAL CLAIMED DBE PARTICIPATION	
22. Federal-Aid Project Number: _____				
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
25. Award Amount: _____			\$ See last	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			See last %	
26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. <i>James Smith</i> 2/5/20 16. Preparer's Signature _____ 17. Date _____ Thomas Smith (707) 585-1221 18. Preparer's Name _____ 19. Phone _____ Vice President of Estimating 20. Preparer's Title _____	

- DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD

ABSL Construction

DIR Registration No. 1000002818

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912Contractors License A 621781
SMBE & DBE Certification CT-005270

ENTERED

**Bid Quotation
AC Grinding**

Project Name: Downtown Streetscape and Road Diet Project
Contract Number: N/A
Bid Date: 02/05/2020
Location: City of Ukiah in Mendocino County, CA

BID**Daily Minimum Charge \$4200.00**

This price is for a **48" inch** cold planer machine, **Wirtgen W 120CFi**. Up to 10 inches depth. \$100.00 additional for night work. \$450.00 per hour overtime. \$400.00 additional for Saturday work. \$800.00 additional for Sunday work.

Daily Minimum Charge \$5600.00 X 5 SHIFTS = \$28,000-

This price is for an **80" inch** cold planer machine, **Wirtgen W 200i**. Up to 12 inches depth. \$200.00 additional for night work. \$600.00 per hour overtime. \$600.00 additional for Saturday work. \$1200.00 additional for Sunday work. \$250.00 Additional for Multiplex System.

Daily Minimum Charge \$6100.00

This price is for a **high horsepower 80" inch** cold planer machine, **Wirtgen W 210**. Up to 12 inches depth. \$200.00 additional for night work. \$650.00 per hour overtime. \$600.00 additional for Saturday work. \$1200.00 additional for Sunday work. \$250.00 Additional for Multiplex System

*****Prices include any extra teeth required due to PCC under Asphalt concrete replacement*****

Mobilization \$600.00 (each way)

***** These prices include a groundman for half-lane and larger machines for maximum production and safety *****

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

Portland cement concrete grinding is excluded from this quotation unless specifically quoted.

Removal of Asphalt Concrete over gutter damages can't be guaranteed by ABSL.

ABSL Construction will cold plane as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to post streets with "No Parking" signs prior to subcontractor's phase of work, provide water or water meter and provide traffic control during cold planing operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

A minimum of two weeks notice is requested prior to move in.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation above the machine's daily rental fee.

Back charges will only be based on the time the machine is broken and will reflect the cost of the equipment for that time. All others costs due to the equipment breakdown will not be charged to ABSL Construction.

All teeth over one complete set will be charged to the contractor.

ABSL does not accept force account rates or retention.

This quotation will be part of our contract or purchase order agreement and is valid till a new change of the rates.

If you have any questions regarding the above quote please call me at (510) 727-0900 or fax at (510) 727-0912.

Sincerely,

Daryl Vorne

ABSL Construction

29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License A 621781
SMBE & DBE Certification CT-005270

GRINDING JOB AGREEMENT

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- 1) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 2) Modification to the work may require a change in the quote.
- 3) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 4) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- 5) All teeth over one complete set will be charge to the contractor.
- 6) Prices are good for 30 days from the date of this proposal, after that date the prices are subject to adjustment.
- 7) In the event there is an increase in the cost of fuel of more than \$0.50 per gallon during the performance of this contract, ABSL will be entitled to a \$75.00 per day fuel surcharge. The base cost of fuel shall be established on the bid date of the contract by reference to the Weekly Retail On-Highway Diesel Prices for California, as published by the U.S. Department of Energy on its web site at www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp.
- 8) If ABSL cannot proceed with its work as scheduled due to others, standby time will be charged at the following rate: \$500.00 per hour.
- 9) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 10) This proposal to be attached and made part of any and all resulting contracts.
- 11) The above price does not include permits, fees, bonding, state or local taxes.
- 12) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 13) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 14) Backcharges to ABSL must be communicated by contractor in a written notice within 72 hours from the time of occurrence.
- 15) Unless otherwise agreed to in writing prior to start of work, payment is due and payable within 30 days of billing, and no retention to be withheld on payments.
- 16) All utilities within mill grade are to be located and marked by customer. It is the sole responsibility of the lessee or renter (customer) to follow the requirements of the regional notification center law pursuant to Article 2 (Commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Customer assumes sole responsibility for, and all subsequent liabilities coincident with following the requirements of the regional notification center law. Furthermore, customer agrees to be responsible for all damage to both utilities themselves and to our company's equipment by reason of ABSL equipment encountering unmarked utilities.
- 17) Items not specifically included are considered to be excluded. If you have any questions please call.

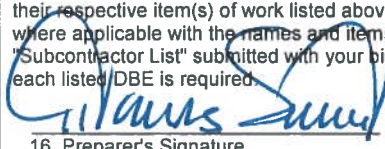
Thank You,

Daryl Vorne

Exhibit 15-G Construction Contract DBE Commitment

DBE 2

1. Local Agency: City of Ukiah 2. Contract DBE Goal: 10%
 3. Project Description: Streetscape improvements including sidewalk widening, curb ramps and bulb-outs, lighting, furniture and trees
 4. Project Location: State, Perkins, Standley, and Henry Streets, Ukiah, CA
 5. Bidder's Name: Ghilotti Construction Company, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: \$6,474,090.95
 8. Total Dollar Amount for ALL Subcontractors: \$2,309,685.- 9. Total Number of ALL Subcontractors: 8

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
39-41, 46-48, 1	Landscape & Irrigation	25591	Lone Star Landscape, Inc.	703989
38 p	Brick Band		PO Box 70 San Martin, CA 95046 (408) 682-0100	
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	See last %
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  2/5/20 16. Preparer's Signature _____ 17. Date _____ Thomas Smith (707) 585-1221 18. Preparer's Name _____ 19. Phone _____ Vice President of Estimating 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD



February 4, 2020

Re: Downtown Streetscape & Road Diet Project-Ukiah, CA

Attention: Estimator

We propose to furnish & install, as per plans and specifications, the bid items listed below:

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Est Qty</u>	<u>Unit price</u>	<u>Total</u>
1	Streetscape Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
39	Irrigation System	LS	1	\$257,504.00	\$257,504.00
40	Street Tree	EA	105	\$ 1,070.00	\$112,350.00
41	Decomposed Granite Tree Well	SF	2170	\$ 5.00	\$ 10,850.00
46	Planting Area	SF	6223	\$ 15.00	\$ 93,345.00
47	Plant Establishment Work	LS	1	\$ 16,000.00	\$ 16,000.00
48	Bioretention Area	SF	4100	\$ 19.00	\$ 77,900.00
					<u>\$577,949.00</u>

Optional Bid item

38	Brick Band	LF	2800	\$45.00	\$126,000.00
----	------------	----	------	---------	--------------

For the bio-retention areas, we will provide the waterproof liner & 18" of bio-soils.

For the planting areas, we will provide 18" of imported topsoil. General is to provide a ripped sub-grade to allow for the imported soils.

At tree wells, we will remove 2' of existing soil & backfill with imported amended soils. Spoils will be delivered to GC's holding area.

Electrical power to irrigation controller is to be provided by others. We acknowledge 7 addenda. We are a certified DBE firm. #25591

DIR number is 1000002345.

We standard exclusions are:

- Traffic & pedestrian control
- Clearing, grubbing & grading
- Existing tree protection, removal & trimming
- Trenching & boring through paved areas
- Protection & maintenance of existing landscape areas to remain
- Permits, fees & bonds.

If you have any questions, feel free to call me.

Robert Samaniego

Contractor's License # 463280

Phone 408-682-0100

P.O. Box 70

Fax 408-682-

0109

San Martin, CA 95046

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: City of Ukiah 2. Contract DBE Goal: 10%
 3. Project Description: Streetscape improvements including sidewalk widening, curb ramps and bulb-outs, lighting, furniture and trees
 4. Project Location: State, Perkins, Standley, and Henry Streets, Ukiah, CA
 5. Bidder's Name: Ghilotti Construction Company, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: 6,474,090.95
 8. Total Dollar Amount for ALL Subcontractors: 2,309,085.1 9. Total Number of ALL Subcontractors: 8

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
27 - partial	Manufacture & Supply Precast Inlets	31060	GR Sundberg, Inc., 5211 Boyd Rd., Arcata, CA 95521 (707) 825-6565	\$23,640.00
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION \$755,629 11.5%	
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 28. Local Agency Representative's Name _____ 30. Local Agency Representative's Title _____ 27. Date _____ 29. Phone _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ Thomas Smith 18. Preparer's Name _____ Vice President of Estimating 20. Preparer's Title _____ 17. Date _____ 2/5/20 (707) 585-1221 19. Phone _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

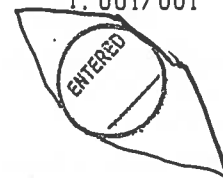
ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD

GRADING • PAVING • EXCAVATING • UNDERGROUND UTILITIES

GR Sundberg, Inc.

General Engineering Contractor

5211 Boyd Road, Arcata, CA 95521 (707) 825-6565 Fax (707) 825-6563

**PROPOSAL AGREEMENT -**

OWNER: City of Ukiah
 CONTRACT: Downtown Street scapes

PHONE:
 FAX:
 DATE: 2/3/2020
 BID DATE: 2/5/2020

LOCATION: various

Bidder: All

BID ITEM	Description	UNIT	QTY	\$ / UNIT	TOTAL
1	2' x 2' Grated Inlet	ea	48	\$ 1,692.00	\$ 5,076.00
2	Structural Concrete Drainage Inlet Cal Trans GO	ea	87	\$ 1,869.00	\$ 13,083.00
					\$ -
xxx	MOBILIZATION - DELIVERED TO JOBSITE (CAN BE DELETED FROM QUOTE IF YOU PICK UP IN ARCATA, CA.) 1 DROP LOCATION PER LOAD	EA	1	\$ 1,920.00	\$ 1,920.00
Note:	SALES TAX NOT INCLUDED (7.75%)			Total	\$ 20,079.00

TERMS & EXCLUSIONS

- 1 F.O.B Arcata, CA. Can deliver for above mentioned price.
- 2 Miscellaneous Iron and steel cannot be purchased separately.
- 3 Installation is by others. This quote is to custom pre-cast and supply to job only.
- 4 All Units will be two piece minimum, except units with short heights and walls. Excludes Drainage Markers.
- 5 All Minor Concrete manufactured per Caltrans Standards and Project Specifications and are subject to engineer's approval
- 6 A Certificate of Compliance is included.
- 7 All Inspections, testing, field verifications not included
- 8 Please contact GRS prior to bid opening if you are interested in breaking out items. This quote cannot be separated without prior authorization from GRS.
- 9 Owner to secure truck access and unload. Delays in unloading shall be charged at \$150 per hour. If multiple drop locations per load occur, there will be a \$50 fee per additional drop location.
- 10 Scheduling of deliveries/pickup are to be agreed upon by Buyer and Seller. At least 1 week notice is required to schedule each delivery.
- 11 Sales Tax NOT Included (Current Sales Tax Rate: 7.75%)
- 12 Terms: By signing this proposal, Customer agrees to pay for all above described work by the 10th of the month following purchase. A finance charge at the rate of 1 1/2 % per month will be charged on all past due accounts. Payment not dependent upon buyer receiving funds from other sources. Credit cards are not accepted.
- 13 Due to fluctuations in material pricing, our proposal is void after 30 days from above date if no purchase order is received.
- 14 Please contact Dave Gunderson at 707-496-7305 at least 30 days prior to the start of fabrication.

By: *Ron Wallace*

Estimator

Accepted: _____

GR Sundberg is a certified DBE, UDBE, and Small Business
UDBE # 31060 SBE # 26982
DIR# 1000001216
CA License # 732695
NAICS CODE: 327300
CONCRETE PRODUCT MANUFACTURING

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Due in 5 business days
Exhibit 15-H: Proposer/Contractor Good Faith Efforts per Add # 4

Federal-aid Project No(s). HSIPL-5049(026) Bid Opening Date _____

The City of Ukiah established a Disadvantaged Business Enterprise (DBE) goal of 10% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited

Date of Initial
Solicitation

Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is "Yes," explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Item	Cost	Resources
Streetscape (no utilities includes 10% Contingency)	7,093,037	
Project Management Services	265,000	
Committed funds:		
Measure Y 2019/2020		974,689
STIP		1,155,000
HIP Addition 2019		548,913
HSIP		796,500
d1 remainder phase 1		60,935
Totals of committed funds		3,536,037
Recommended Additions:		
Gas Tax (20/21 & 21/22)		1,452,000
Unspent Redevelopment bonds		1,900,000
Water Utility		216,418
Waste Water Utility		193,410
Electric Utility		60,172
Total		3,822,000
	\$ 7,358,037	\$ 7,358,037

Kristine Lawler

Subject: Statement in support of the proposed Downtown Streetscape Project

From: Roy Krausen <roykrausen@gmail.com>

Sent: Monday, February 17, 2020 3:36 PM

To: Neil Davis <ndavis@ncoinc.org>; Shannon Riley <sriley@cityofukiah.com>

Subject: Statement in support of the proposed Downtown Streetscape Project

My name is Roy Krausen and I am unable to make this important meeting relating to the Downtown Streetscape project. I am grateful to the Council to have this opportunity to support the the Streetscape project.

In short, I believe that the improvements will help calm State Street traffic, and ultimately create a larger, more vibrant, more coherent downtown business area. While the many existing businesses will be asked to make significant sacrifices during the construction phase, ultimately this project will expand business opportunities for new and existing tenants, allow citizens and visitors to walk and shop more safely, and will improve the traffic flow on State Street.

Yours,
Roy Krausen

Kristine Lawler

Subject: FW: Great Redwood Trail Park Regulations
Attachments: CALIFORNIA BICYCLE LAWS.docx

From: Neil Davis <ndavis@ncoinc.org>
Sent: Wednesday, February 12, 2020 12:26 PM
To: Tami Bartolomei <tbartolomei@cityofukiah.com>
Subject: Great Redwood Trail Park Regulations

Hi Tami, I watched the City Council meeting this morning and want to make a few comments that I hope you might consider before enacting rules for the GRT.

First, I attached some information from Cal Bike on state bike laws. My personal recommendation would be to go by state laws that govern the use of bike paths rather than defining the City's own rules. I'm not sure how segways and electric skateboards etc fit into this, but I suspect you are jumping into a briars patch if you start trying to make rules about all potential "electric personal assistive mobility devices" - Everyday someone is inventing a new electric something.

Setting the bicycle speed limit at 10mph would in my opinion create a problem where none exists. I ride my non-electric bike along the trail at a comfortable, casual, commute pace of about 10-13 mph. A strong runner can run 10 mph for an hour. A bicycle speed limit would be broken all the time, will be next to impossible to enforce, and if people complain about bikes going "too fast" you are going to be asked "why don't you do something about it." These kinds of paths are all over the state and it would be extraordinarily rare to see a posted speed limit, and of course if the City is doing something different than the state, you will need to post it. More signs! Yeaaaaah!! 😊

The attached document has a little info about the difference between *electric-assist* bikes (class 1 and 2 – the motor is only on when you are pedaling) and e-bikes with a throttle (class 3 no pedaling required). Class 1 and 2 (electric assist) bikes have a top "assisted speed" of 20mph. With these bikes, the motor only engages when you pedal, turns off when you stop pedaling, and stops when you hit 20mph. So if you are strong enough to ride over 20mph you can, but you won't get any help from the motor. Again, state law addresses the allowed use (Class 1 and 2) and prohibition (class 3) already.

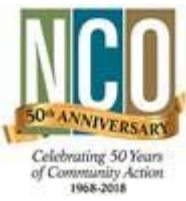
My primary, unsolicited opinion, is you are better off with a "less is more" approach to this. Defer to the state regs and come back to this if it seems like a persistent or dangerous problem. There will be occasional complaints of bicyclists going too fast, but they will be rare and enforcement will be nigh on to impossible.

Have a GREAT DAY!!

Neil Davis, Director
 Walk & Bike Mendocino
 Ukiah Valley Trail Group
 413 N State St, Ukiah CA 95482
 707-467-3220 (Office)



**WALK
&BIKE
MENDOCINO**



CALIFORNIA BICYCLE LAWS



The California Vehicle Code contains the state laws that specify where and how bikes must operate. For the most part, bicyclists have the same rights and responsibilities as motor vehicle drivers. ([CVC 21200](#)).

There are some specific rules. Below, for your benefit, we summarize the key sections of the law that relate to cycling.

WHERE YOU CAN RIDE

If you're moving as fast as traffic, you can ride wherever you want.

If you're moving slower than traffic, you can "take the lane" if it's not wide enough for a bike and a vehicle to safely share side-by-side. The law says that people who ride bikes must ride as close to the right side of the road as practicable except under the following conditions: when passing, preparing for a left turn, avoiding hazards, if the lane is too narrow to share, or if approaching a place where a right turn is authorized. ([CVC 21202](#)) Unfortunately, some motorists and even police don't understand cyclists' right to "take the lane." If you have a legal problem based on this understanding, consider calling one of the bike-friendly lawyers we identify on our "[Crash Help](#)" page.

Use the bicycle lane. On a roadway with a bike lane, bicyclists traveling slower than traffic must use the bike lane except when making a left turn, passing, avoiding hazardous conditions, or approaching a place where a right turn is authorized. [CVC 21208](#)

Ride with traffic. Bicyclists must travel on the right side of the roadway in the direction of traffic, except when passing, making a legal left turn, riding on a one-way street, riding on a road that is too narrow, or when the right side of the road is closed due to road construction. [CVC 21650](#)

Mopeds and high-speed electric bikes are not like regular bikes. Gas-powered bicycles and type 3 electric bicycles (with top assisted speeds of 28 mph) may not be used on trails or bike paths or lanes unless allowed by local authorities. They may be used in bike lanes or separated bikeways adjacent to the roadway. [CVC 21207.5](#) They require helmets and may not be operated by people under age 16.

Low-speed electric bicycles are almost like regular bikes. Type 1 and 2 electric bicycles (with top assisted speeds of 20 mph) are allowed wherever regular bikes are allowed unless a sign specifically prohibits electric bicycles.

Bike path obstruction: No one may stop on or park a bicycle on a bicycle path. [CVC 21211](#)

Sidewalks: Individual cities and counties control whether bicyclists may ride on sidewalks. [CVC 21206](#)

Freeways: Bicycles (including motorized bicycles) may not be ridden on freeways and expressways where doing so is prohibited by the California Department of Transportation and local authorities. [CVC 21960](#)

Toll bridges: Bicyclists may not cross a toll bridge unless permitted to do so by the California Department of Transportation. [CVC 23330](#)

Kristine Lawler

Subject: Ukiah streetscapes, agenda item 12b

-----Original Message-----

From: Tzim2 <tzim2@yahoo.com>

Sent: Tuesday, February 18, 2020 9:19 AM

To: Kristine Lawler <klawler@cityofukiah.com>

Cc: Neil Davis <ndavis@ncoinc.org>

Subject: Ukiah streetscapes, agenda item 12b

Hello,

I am unable to attend Wednesday's meeting, but wanted to express my profound support for the streetscapes project. I have travelled to many cities, both inside the US as well as outside and hundreds of projects similar to the Ukiah streetscapes proposal have had enormous positive impacts to the downtown areas of those cities.

In my opinion, Ukiah absolutely needs to complete the streetscapes plan. I hope city council feels the same way.

Sincerely,
Tom Zimlich

Kristine Lawler

Subject: FW: Street Scape

-----Original Message-----

From: Kathie <kgodecland@saber.net>

Sent: Tuesday, February 18, 2020 1:30 PM

To: Kristine Lawler <klawler@cityofukiah.com>

Subject: Street Scape

I am in favor of the new 12b Streetscape Plan for State Street. I am unable attend the meeting on Wednesday, so please register my YES vote on the proposed plan.

Kathie Godec

460 Mendocino Drive

Ukiah

Sent from my iPhone

Kristine Lawler

Subject: In support of streetscapes project

From: Bill Taylor <edibleland@earthlink.net>

Sent: Tuesday, February 18, 2020 7:11 PM

To: Neil Davis <ndavis@ncoinc.org>

Cc: climateactionmendocino@gmail.com <climateactionmendocino@gmail.com>; Eileen <eileenm234@gmail.com>

Subject: In support of streetscapes project

Dear Neil Davis,

I am writing in support of the Streetscape project in Ukiah. I often walk from the electric charging station near the old post office to the coop, and always find State Street to be bleak and scary to cross. It feels like a highway in the middle of what is otherwise a walkable town. Making crossing easier and adding bike lanes (I hope the latter is part of the project) will make dealing with state street a pleasure instead of a major hassle. Putting in car detection at the 3 traffic lights will benefit drivers too, but I suggest the detection be sensitive enough to pick up a bicycle (at least one with metal in it; I know those induction devices can't detect a carbon fiber frame) so they don't have to wait for a car in order to get a green light.

Please feel free to share the above paragraph with decisionmakers or media and best of luck getting this done.

Sincerely,

William R. Taylor, Redwood Valley 707-272-1688

Kristine Lawler

Subject: The changes proposed for State St. sound great

From: Mark Winkler <sonicordeal@hotmail.com>

Sent: Wednesday, February 19, 2020 8:49 AM

To: Kristine Lawler <klawler@cityofukiah.com>

Subject: The changes proposed for State St. sound great

Hi,

I love the proposed changes! One point, from my perspective, is that I have bad feet and knees and while I still try to walk as much as possible, I am slow. When I try to cross State across four lanes it takes me a while and I need more time that the light allows. If I was crossing two lanes I'd feel much safer and much less like I was inconveniencing the drivers. Best of luck on the project.

Mark Winkler
107 Canyon Drive, Ukiah.

Kristine Lawler

Subject: road diet

From : Dan Hollbrook <dwh1olaid@gmail.com>

Subject : road diet

Message Body :

I am 75 , retired, and have lived in Ukiah for 21 years. As a frequent walker and biker around downtown Ukiah, I strongly support the impending "road diet" program. Frequently traversing State street to shop, go the library, the museum, the bank, or enjoy a meal, I find it hazardous to cross four lanes of fast moving traffic safely, even with signals. Sitting at the Ukiah Brewing Company, I frequently see cars going very fast through downtown with little regard for safety. I was actually knocked to the ground this year by a car turning on to School street. Drivers are often distracted with cell phones, in a hurry, have the sun in their eyes, or simply unaware of the legal responsibility to stop for cross walks. And, as a frequent driver through the downtown area, I commonly witness the difficulties pedestrian have crossing four lanes of fast traffic Although I try to be very careful, I've had a few close calls were people stepped out quickly from behind a car into the cross walk. This is a particular problem on south State during wet weather or at night. It's amazing more people aren't killed or injured. Please do what you can to improve safety downtown. Sincerely, Dan Holbrook

Kristine Lawler

Subject: Ukiah Streetscape and Marijuana Growing Facilities downtown

From : Suzanne <pletcherconsult@gmail.com>

Subject : Ukiah Streetscape and Marijuana Growing Facilities downtown

Message Body :

I wish to express my strong support for the Ukiah downtown streetscape project. I hope that Ukiah City Council will vote to award the contract for construction to Ghilotti and begin as soon as possible. On a different note, I ask that Ukiah City Council NOT approve marijuana growing facilities near our downtown area. This is a bad precedent in my view: As in other cities where pot is legal, growing facilities should be relegated to commercial areas where odors and negative perceptions of our town are less of an issue.



AGENDA SUMMARY REPORT

SUBJECT: Award a Contract for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc., in the amount of \$3,934,856.50.

DEPARTMENT:	Public Work s	PREPARED BY:	Tim Eriksen, Public Works Director/City Engineer, Mary Horger, Financial Services Manager, Shannon Riley, Deputy City Manager
		PRESENTER:	Tim Eriksen, Director of Public Works and City Engineer

ATTACHMENTS:

1. Bid Results - Spec 2019-17 Downtown Utility Upgrade & Electric Undergrounding
2. Wahlund Bid - Spec 2019-17

Summary: City Council will consider awarding a contract for the Downtown Utility Upgrade and Electrical Underground Project, Specification #19-17, to Wahlund Construction Inc., in the amount of \$3,934,856.50, and approve budget amendments.

Background: On November 20, 2019, Council approved the plans and specifications and directed staff to advertise for bids for the Construction of the downtown streetscape project, Specification No. 19-17. This project consists of replacing all water and sewer facilities in State Street between the cross streets of Mill Street to Henry Street. In addition, the conduit will be installed for all the overhead services of Electric, telephone and cable television. The actual undergrounding of these utilities will be after the conduit is placed.

Discussion: On November 13, 2019, bids were released to all A Classification Contractors as well as the Builders Exchanges. Specifications were also posted to the City's website and published in the Ukiah Daily Journal on November 17th and 24th, 2019. A mandatory pre-bid meeting was held on December 4, 2019, with five potential bidders in attendance.

Bids were received until 2:00 p.m. on Wednesday, January 22, 2020, at which time five bids were received and opened by the City Clerk. The bid tabulation is shown as Attachment 1. Bids were received from Granite Construction Co., Ghilotti Construction Co., Argonaut Construction, Team Ghilotti, Inc. and Wahland Construction, Inc. After careful review of the bids received, Wahland Construction, Inc. has been found to be the lowest responsible bidder, with a bid submitted in the amount of \$3,934,856.50. Please refer to Attachment 2 for a copy of their bid.

This project will be funded from the three utilities of Electric, Water and Sewer. These funds will be charged actual quantities that are used on this project.

Recommended Action: Award a contract for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc. in the amount of \$3,934,856.50, plus City Engineer approved change orders up to 10% of the original Bid \$393,486 for a total of and associated budget amendment \$4,328,342.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 82027111.80230.18019; \$1,700,000; 84427221.80230.18019: \$977,000; 80126100.80230.18048: \$0

PROPOSED BUDGET AMOUNT: Each account will need amendments to add the following dollar amounts: 82027111.80230.18019; \$318,955; 84427221.80230.18019: \$716,854; 80126100.80230.18048: \$615,536

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING											
City of Ukiah						Wahlund Construction, Inc		TEAM GHILOTTI, INC		Argonaut Constructors	
Bid Opening: January 22, 2020						690 Indianola Drive Eureka, CA 95503		2531 PETALUMA BLVD SOUTH PETALUMA, CA 95952		PO Box 639 Santa Rosa, CA 95402	
										Ghilotti Construction Company, Inc.	
										246 Ghilotti Avenue Santa Rosa, CA 95407	
DOWNTOWN WATER AND SANITARY SEWER REPLACEMENT PROJECT											
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	1	LS	\$84,000.00	\$84,000.00	\$79,000.00	\$79,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00
2	TEMPORARY WATER POLLUTION CONTROL PLAN	1	LS	\$21,000.00	\$21,000.00	\$14,777.00	\$14,777.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	1	LS	\$32,000.00	\$32,000.00	\$4,777.00	\$4,777.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
4	CONSTRUCTION AREA SIGNS	1	LS	\$29,350.00	\$29,350.00	\$9,500.00	\$9,500.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
5	TRAFFIC CONTROL SYSTEM	1	LS	\$134,000.00	\$134,000.00	\$97,000.00	\$97,000.00	\$75,000.00	\$75,000.00	\$231,000.00	\$231,000.00
6	CONSTRUCTION SURVEY	1	LS	\$47,000.00	\$47,000.00	\$15,540.00	\$15,540.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
7	EROSION CONTROL	1	LS	\$35,000.00	\$35,000.00	\$14,257.00	\$14,257.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
8	BYPASS SEWAGE PUMPING	1	LS	\$253,500.00	\$253,500.00	\$46,500.00	\$46,500.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00
9	UNDERGROUND FUEL STORAGE TANK REMOVAL	1	FA	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
10	UTILITY CONFLICT RESOLUTION	1	FA	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
11	ABANDON OR REMOVE WATER SYSTEM COMPONENTS (VALVES, PIPELINES, LATERALS)	1	LS	\$60,000.00	\$60,000.00	\$57,750.00	\$57,750.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
12	REMOVE & SALVAGE EXISTING FIRE HYDRANT	12	EA	\$2,200.00	\$26,400.00	\$537.00	\$6,444.00	\$1,500.00	\$18,000.00	\$500.00	\$6,000.00
13	TRENCH BRACING & SHORING - WATER	1	LS	\$67,000.00	\$67,000.00	\$4,877.00	\$4,877.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00
14	12 INCH WATER MAIN (PVC PIPE)	2283	LF	\$192.00	\$438,336.00	\$222.00	\$506,826.00	\$310.00	\$707,730.00	\$350.00	\$799,050.00
15	6 INCH WATER MAIN (PVC PIPE)	619	LF	\$198.00	\$122,562.00	\$212.00	\$131,228.00	\$230.00	\$142,370.00	\$140.00	\$86,660.00
16	12 INCH WATER MAIN (DUCTILE IRON PIPE)	371	LF	\$390.00	\$144,690.00	\$419.00	\$155,449.00	\$310.00	\$115,010.00	\$230.00	\$85,330.00
17	6 INCHWATER MAIN (DUCTILE IRON PIPE)	89	LF	\$450.00	\$40,050.00	\$475.00	\$42,275.00	\$600.00	\$53,400.00	\$600.00	\$53,400.00
18	1 INCH WATER SERVICE	77	EA	\$4,500.00	\$346,500.00	\$5,757.00	\$443,289.00	\$5,400.00	\$415,800.00	\$7,000.00	\$539,000.00
19	FIRE HYDRANT AND LATERAL	19	EA	\$14,000.00	\$266,000.00	\$14,877.00	\$282,663.00	\$14,000.00	\$266,000.00	\$14,370.00	\$273,030.00
20	AIR RELEASE VALVES	4	EA	\$5,250.00	\$21,000.00	\$9,900.00	\$39,600.00	\$9,000.00	\$36,000.00	\$5,700.00	\$22,800.00
21	TEMPORARY BLOW OFF	16	EA	\$1,250.00	\$20,000.00	\$627.00	\$10,032.00	\$1,200.00	\$19,200.00	\$1,100.00	\$17,600.00
22	BACK FLOW PREVENTION	1	EA	\$6,700.00	\$6,700.00	\$4,117.00	\$4,117.00	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00
23	TRENCH BRACING & SHORING - SEWER	1	LS	\$69,250.00	\$69,250.00	\$39,708.52	\$39,708.52	\$63,000.00	\$63,000.00	\$40,000.00	\$40,000.00
24	REMOVE EXISTING SEWER MAIN	2420	LF	\$9.50	\$22,990.00	\$6.27	\$15,173.40	\$6.00	\$14,520.00	\$1.00	\$2,420.00
25	REMOVE EXISTING SEWER MANHOLE	11	EA	\$1,400.00	\$15,400.00	\$2,550.00	\$28,050.00	\$2,500.00	\$27,500.00	\$2,000.00	\$22,000.00
26	8 INCH SEWER MAIN	557	LF	\$260.00	\$144,820.00	\$207.00	\$115,299.00	\$215.00	\$119,755.00	\$300.00	\$167,100.00
27	10 INCH SEWER MAIN	2292	LF	\$146.00	\$334,632.00	\$167.00	\$382,764.00	\$180.00	\$412,560.00	\$200.00	\$458,400.00
28	4 INCH SEWER LATERAL WITH CLEANOUT	72	EA	\$4,500.00	\$324,000.00	\$6,877.00	\$495,144.00	\$5,500.00	\$396,000.00	\$6,200.00	\$446,400.00
29	6 INCH SEWER LATERAL WITH CLEANOUT	1	EA	\$5,000.00	\$5,000.00	\$7,277.00	\$7,277.00	\$5,600.00	\$5,600.00	\$6,900.00	\$6,900.00
30	INLINE CLEANOUT	2	EA	\$1,050.00	\$2,100.00	\$5,150.00	\$10,300.00	\$1,300.00	\$2,600.00	\$850.00	\$1,700.00
31	48 INCH PRECAST CONCRETE SANITARY SEWER MANHOLE	10	EA	\$9,200.00	\$92,000.00	\$7,877.00	\$78,770.00	\$15,000.00	\$150,000.00	\$10,000.00	\$100,000.00
Bid List					\$3,375,280.0		\$3,300,386.92		\$3,381,245.0		\$3,768,290.00
STATE STREET UNDERGROUND FROM CLAY STREET TO MILL STREET											
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION, DEMOBILIZATION AND FINAL CLEANUP	1	LS	\$13,900.00	\$13,900.00	\$15,500.00	\$15,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2	TRENCH BRACING AND SHORING	1	LS	\$6,600.00	\$6,600.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
3	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (12 INCH X 36 INCH TRENCH)	295	LF	\$38.00	\$11,210.00	\$153.00	\$45,135.00	\$75.00	\$22,125.00	\$149.00	\$43,955.00
4	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (18 INCH X 48 INCH TRENCH)	551	LF	\$75.00	\$41,325.00	\$147.00	\$80,997.00	\$230.00	\$126,730.00	\$153.00	\$84,303.00
5	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (24 INCH X 59 INCH STREET)	667	LF	\$125.00	\$83,375.00	\$154.00	\$102,718.00	\$180.00	\$120,060.00	\$160.00	\$106,720.00
6	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (30 INCH X 59 INCH TRENCH)	188	LF	\$156.00	\$29,328.00	\$203.00	\$38,164.00	\$225.00	\$42,300.00	\$163.00	\$30,644.00
7	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (36 INCH X 59 INCH TRENCH)	25	LF	\$189.00	\$4,725.00	\$323.00	\$8,075.00	\$250.00	\$6,250.00	\$167.00	\$4,175.00
8	EXCAVATE, TRENCH, BACKFILL AND COMPACTION (36 INCH X 66 INCH TRENCH)	27	LF	\$213.00	\$5,751.00	\$427.00	\$11,529.00	\$250.00	\$6,750.00	\$170.00	\$4,590.00
9	REMOVE AND REPLACE ASPHALT CONCRETE WITH 2 INCH LIFT (18 INCH TRENCH)	450	SF	\$11.00	\$4,950.00	\$14.50	\$6,525.00	\$6.50	\$2,925.00	\$25.00	\$11,250.00
10	REMOVE AND REPLACE ASPHALT CONCRETE WITH 2 INCH LIFT (24 INCH TRENCH)	1785	SF	\$10.50	\$18,742.50	\$12.50	\$22,312.50	\$6.50	\$11,602.50	\$10.00	\$17,850.00
11	REMOVE AND REPLACE ASPHALT CONCRETE WITH 2 INCH LIFT (30 INCH TRENCH)	630	SF	\$10.00	\$6,300.00	\$16.90	\$10,647.00	\$6.50	\$4,095.00	\$7.00	\$4,410.00
12	REMOVE AND REPLACE ASPHALT CONCRETE WITH 2 INCH LIFT (36 INCH TRENCH)	20	SF	\$10.00	\$200.00	\$30.27	\$605.40	\$6.50	\$130.00	\$15.00	\$300.00
13	REMOVE AND REPLACE ASPHALT CONCRETE (24 INCH TRENCH)	855	SF	\$10.00	\$8,550.00	\$22.50	\$19,237.50	\$25.00	\$21,375.00	\$15.00	\$12,825.00
14	1 INCH PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	359	FT	\$11.00	\$3,949.00	\$10.65	\$3,823.35	\$6.50	\$2,333.50	\$3.25	\$1,166.75
15	2 INCH PVC SCH 40 CONDUIT (COMCAST) INCLUDING INSTALLATION	2232	FT	\$12.00	\$26,784.00	\$6.80	\$15,177.60	\$7.50	\$16,740.00	\$5.00	\$11,160.00
16	2 INCH PVC SCH 40 CONDUIT (AT&T) INCLUDING INSTALLATION	206	FT	\$12.00	\$2,472.00	\$14.70	\$3,028.20	\$11.00	\$2,266.00	\$5.00	\$1,030.00
17	4 INCH PVC SCH 40 CONDUIT (AT&T) INCLUDING INSTALLATION	2008	FT	\$18.00	\$36,144.00	\$12.50	\$25,100.00	\$12.00	\$24,096.00	\$9.00	\$18,072.00
18	3 INCH PVC SCH 40 CONDUIT (ELECTRIC) INCLUDING INSTALLATION	337	FT	\$24.00	\$8,088.00	\$25.50	\$8,593.50	\$15.00	\$5,055.00	\$7.65	\$2,578.05
19	4 INCH PVC SCH 40 CONDUIT (ELECTRIC) INCLUDING INSTALLATION	2971	FT	\$18.00	\$53,478.00	\$12.80	\$38,028.80	\$15.00	\$44,565.00	\$9.00	\$26,739.00
20	SIDEWALK REMOVAL AND TEMPORARY REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE AT&T VAULTS AND BOXES	382	SQ	\$90.00	\$34,380.00	\$35.00	\$13,370.00	\$22.00	\$8,404.00	\$12.00	\$4,584.00
21	SIDEWALK REMOVAL AND REPLACEMENT FOR INSTALLATION OF ELECTRIC, CABLE & AT&T VAULTS AND BOXES	120	FT	\$136.50	\$16,380.00	\$75.00	\$9,000.00	\$600.00	\$72,000.00	\$80.00	\$9,600.00
22	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CABLE SERVICE VAULT (B48)	1	EA	\$7,450.00	\$7,450.00	\$3,287.00	\$3,287.00	\$2,000.00	\$2,000.00	\$3,035.00	\$3,035.00
23	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CABLE SERVICE VAULT (N36)	5	EA	\$3,350.00	\$16,750.00	\$2,805.00	\$14,025.00	\$1,900.00	\$9,500.00	\$1,500.00	\$7,500.00
24	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CABLE SERVICE VAULT (N30)	6	EA	\$3,350.00	\$20,100.00	\$3,815.00	\$22,890.00	\$800.00	\$4,800.00	\$1,335.00	\$8,010.00
25	EXCAVATE, BACKFILL, COMPACTION AND INSTALL AT&T SERVICE BOX (24 X 36 X 30 AT)	4	EA	\$5,585.00	\$22,340.00	\$4,200.00	\$16,800.00	\$1,400.00	\$5,600.00	\$3,450.00	\$13,800.00
26	EXCAVATE, BACKFILL, COMPACTION AND INSTALL AT&T SERVICE BOX (30 X 60 X 36 AT)	1	LF	\$6,600.00	\$6,600.00	\$6,900.00	\$6,900.00	\$5,200.00	\$5,200.00	\$7,475.00	\$7,475.00
27	EXCAVATE, BACKFILL, COMPACTION AND INSTALL AT&T SERVICE BOX (48 X 78 X 36 AT)	1	EA	\$8,000.00	\$8,000.00	\$12,327.00	\$12,327.00	\$13,500.00	\$13,500.00	\$10,390.00	\$10,390.00
28	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CONCRETE VAULT (CITY TO PROVIDE VAULT 504)	1	EA	\$3,200.00	\$3,200.00	\$3,900.00	\$3,900.00	\$600.00	\$600.00	\$3,575.00	\$3,575.00
29	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PEDESTAL BOX PAD (CITY TO PROVIDE)	1	EA	\$3,000.00	\$3,000.00	\$2,455.00	\$2,455.00	\$600.00	\$600.00	\$3,800.00	\$3,800.00
30	EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (CITY TO PROVIDE)	2	EA	\$3,400.00	\$6,800.00	\$5,777.00	\$11,554.00	\$1,100.00	\$2,200.00	\$3,295.00	\$6,590.00
31	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CONCRETE TRANSFORMER PAD (CITY TO PROVIDE)	1	EA	\$3,400.00	\$3,400.00	\$3,900.00	\$3,900.00	\$600.00	\$600.00	\$3,295.00	\$3,295.00
32	EXCAVATE, BACKFILL, COMPACTION AND INSTALL SECONDARY SERVICE BOX (CITY TO PROVIDE)	5	EA	\$3,000.00	\$15,000.00	\$5,400.00	\$27,000.00	\$1,800.00	\$9,000.00	\$2,445.00	\$12,225.00
33	LANDSCAPE REMOVAL AND REPLACEMENT, AS REQUIRED.	1	LS	\$9,350.00	\$9,350.00	\$27,750.00	\$27,750.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
34	TRAFFIC LOOP REPAIR	1	EA	\$20,955.00	\$20,955.00	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00	\$715.00	\$715.00
Bid List					\$559,576.50		\$656,754.85		\$635,902.00		\$496,361.80
Total Bid					\$3,934,856.5		\$3,957,141.77		\$4,017,147.0		\$4,264,651.80
Listed Subs				Mike Brown Electric Co. 561A MERCANTILE DRIVE 94931 Cotati, CA 94931 Traffic loops, temp camera, misc. electrical Multiple Pump Services Bypass Pumping Assistance Striping Graphics Striping		Bay Line Cutting & Coring Sawcut Cell - Crete Corporation Abandonment Cinquini & Passarino Inc. Survey Highway Specialty Company Inc. Const. Area Signs Mike Brown Electric Co. Traffic Loop Repair Roy's Sewer Service Inc. Televise Striping Graphics Striping, Markers & Markers		Cell - Crete Corporation Pipe Abandonment Staggs Construction 2779 PROSSER ROAD Sebastopol, CA 95472 Joint Trench			

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
DOWNTOWN WATER AND SANITARY SEWER UTILITY PROJECT**

Specification No. 2019-17

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 Sub-Total Bid for the Downtown Water and Sanitary Sewer Replacement Project shall be the sum of the items in the "Total" column for the Downtown Water and Sanitary Sewer Replacement Project. The Sub-Total Bid for the State Street Underground from Clay St to Mill St Project shall be the sum of the items in the "Total" column for the State Street Underground from Clay St to Mill St Project. The Total Bid shall be the sum of the Sub-Total Bid for the Downtown Water and Sanitary Sewer Replacement Project and Sub-Total Bid for the State Street Underground from Clay St to Mill St Project. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Sub-Total Bid, the sum of the "Total" column items shall prevail. In case of discrepancy between the sum of the amount entered in the "Sub-Total Bid" Column and the amount entered as the Total Bid, the sum of the "Sub-Total Bid" Column shall prevail. The bid comparison will be based on the sum of the items in the "Sub-Total Bid" 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 Total Bid.

NAME OF BIDDER:

Wahlund Construction, Inc.

SPEC #:

2019-17

PROJECT NAME: DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING

DOWNTOWN WATER AND SANITARY REPLACEMENT PROJECT

Item No.	Description	Units of Measure	Qty	Unit Price	Total
U1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ <u>84,000.⁰⁰</u>	\$ <u>84,000.⁰⁰</u>
U2	Temporary Water Pollution Control Plan	LS	1	\$ <u>21,000.⁰⁰</u>	\$ <u>21,000.⁰⁰</u>
U3	Progress Schedule (Critical Path Method)	LS	1	\$ <u>32,000.⁰⁰</u>	\$ <u>32,000.⁰⁰</u>
U4	Construction Area Signs	LS	1	\$ <u>29,350.⁰⁰</u>	\$ <u>29,350.⁰⁰</u>
U5	Traffic Control System	LS	1	\$ <u>134,000.⁰⁰</u>	\$ <u>134,000.⁰⁰</u>
U6	Construction Survey	LS	1	\$ <u>47,000.⁰⁰</u>	\$ <u>47,000.⁰⁰</u>
U7	Erosion Control	LS	1	\$ <u>35,000.⁰⁰</u>	\$ <u>35,000.⁰⁰</u>
U8	Bypass Sewage Pumping	LS	1	\$ <u>253,500.⁰⁰</u>	\$ <u>253,500.⁰⁰</u>
U9	Underground Fuel Oil Storage Tank Removal	FA	1	\$150,000	\$150,000
U10	Utility Conflict Resolution	FA	1	\$20,000	\$20,000
U11	Abandon or Remove Water System Components (valves, pipelines, laterals)	LS	1	\$ <u>60,000.⁰⁰</u>	\$ <u>60,000.⁰⁰</u>
U12	Remove & Salvage Existing Fire Hydrant	EA	12	\$ <u>2200.⁰⁰</u>	\$ <u>26,400.⁰⁰</u>
U13	Trench Bracing and Shoring – Water	LS	1	\$ <u>67,000.⁰⁰</u>	\$ <u>67,000.⁰⁰</u>
U14	12" Water Main (PVC Pipe)	LF	2283	\$ <u>192.⁰⁰</u>	\$ <u>438,336.⁰⁰</u>
U15	6" Water Main (PVC Pipe)	LF	619	\$ <u>198.⁰⁰</u>	\$ <u>122,562.⁰⁰</u>
U16	12" Water Main (Ductile Iron Pipe)	LF	371	\$ <u>390.⁰⁰</u>	\$ <u>144,690.⁰⁰</u>
U17	6" Water Main (Ductile Iron Pipe)	LF	89	\$ <u>450.⁰⁰</u>	\$ <u>40,050.⁰⁰</u>
U18	1" Water Service	EA	77	\$ <u>4500.⁰⁰</u>	\$ <u>346,500.⁰⁰</u>
U19	Fire Hydrant and Lateral	EA	19	\$ <u>14,000.⁰⁰</u>	\$ <u>266,000.⁰⁰</u>
U20	Air Relief Valves	EA	4	\$ <u>5250.⁰⁰</u>	\$ <u>21,000.⁰⁰</u>
U21	Temporary Blow Off	EA	16	\$ <u>1,250.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
U22	Back Flow Prevention	EA	1	\$ <u>6,700.⁰⁰</u>	\$ <u>6,700.⁰⁰</u>
U23	Trench Bracing & Shoring - Sewer	LS	1	\$ <u>69,250.⁰⁰</u>	\$ <u>69,250.⁰⁰</u>
U24	Remove Existing Sewer Main	LF	2420	\$ <u>9.⁵⁰</u>	\$ <u>22,990.⁰⁰</u>
U25	Remove Existing Sewer Manhole	EA	11	\$ <u>1400.⁰⁰</u>	\$ <u>15,400.⁰⁰</u>
U26	8" Sewer Main	LF	557	\$ <u>260.⁰⁰</u>	\$ <u>144,820.⁰⁰</u>
U27	10" Sewer Main	LF	2292	\$ <u>146.⁰⁰</u>	\$ <u>334,632.⁰⁰</u>
U28	4" Sewer Lateral with Cleanout	EA	72	\$ <u>4,500.⁰⁰</u>	\$ <u>324,000.⁰⁰</u>
U29	6" Sewer Lateral with Cleanout	EA	1	\$ <u>5,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
U30	Inline Cleanout	EA	2	\$ <u>1,050.⁰⁰</u>	\$ <u>2,100.⁰⁰</u>
U31	48" Precast Concrete Sanitary Sewer Manhole	EA	10	\$ <u>9,200.⁰⁰</u>	\$ <u>92,000.⁰⁰</u>
SUB-TOTAL BID ==>>					\$ <u>3,375,290.⁰⁰</u>

STATE STREET UNDERGROUND FROM CLAY ST TO MILL ST PROJECT

Item No.	Description	Unit of Measure	Qty	Unit Price	Total
1	Mobilization, Demobilization and Final Cleanup	LS	1	\$ 13,900.00 <u>14,000.00</u>	\$ 13,900.00 <u>14,000.00</u>
2	Trench Bracing and Shoring	LS	1	\$ <u>6,600.00</u>	\$ <u>6,600.00</u>
3	Excavate, trench, backfill and compaction (12"x36" Trench)	LF	295	\$ <u>38.00</u>	\$ <u>11,210.00</u>
4	Excavate, trench, backfill and compaction (18"x48" Trench)	LF	551	\$ <u>75.00</u>	\$ <u>41,325.00</u>
5	Excavate, trench, backfill and compaction (24"x 59" Trench)	LF	667	\$ <u>125.00</u>	\$ <u>83,375.00</u>
6	Excavate, trench, backfill and compaction (30" x 59" Trench)	LF	188	\$ <u>156.00</u>	\$ <u>29,328.00</u>
7	Excavate, trench, backfill and compaction (36" x 59" Trench)	LF	25	\$ <u>189.00</u>	\$ <u>4,725.00</u>
8	Excavate, trench, backfill and compaction (36" x 66" Trench)	SF	27	\$ <u>213.00</u>	\$ <u>5,751.00</u>
9	Remove and replace asphalt concrete with 2" lift (18" Trench)	SF	450	\$ 10.00 <u>11.00</u>	\$ <u>4,950.00</u>
10	Remove and replace asphalt concrete with 2" lift (24" Trench)	SF	1785	\$ <u>10.50</u>	\$ <u>18,742.50</u>
11	Remove and replace asphalt concrete with 2" lift (30" Trench)	SF	630	\$ <u>10.00</u>	\$ <u>6,300.00</u>
12	Remove and replace asphalt concrete with 2" lift (36" Trench)	SF	20	\$ <u>10.00</u>	\$ <u>200.00</u>
13	Remove and replace asphalt concrete (24" trench)	SF	855	\$ <u>10.00</u>	\$ <u>8,550.00</u>
14	1" PVC SCH 40 Conduit (COMCAST) including installation	FT	359	\$ <u>11.00</u>	\$ <u>3,949.00</u>
15	2" PVC SCH 40 Conduit (COMCAST) including installation	FT	2232	\$ <u>12.00</u>	\$ <u>26,784.00</u>
16	2" PVC SCH 40 Conduit (AT&T) including installation	FT	206	\$ <u>12.00</u>	\$ <u>2,472.00</u>
17	4" PVC SCH 40 Conduit (AT&T) including installation	FT	2008	\$ <u>18.00</u>	\$ <u>36,144.00</u>
18	3" PVC SCH 40 Conduit including installation (ELECTRIC)	FT	337	\$ <u>24.00</u>	\$ <u>8,088.00</u>
19	4" PVC SCH 40 Conduit including installation (ELECTRIC)	FT	2971	\$ <u>18.00</u>	\$ <u>53,478.00</u>
20	Sidewalk removal and TEMPORARY replacement for installation of Electric, Cable & AT&T Vaults and Boxes	SF	382	\$ <u>90.00</u>	\$ <u>34,380.00</u>
21	Sidewalk removal and replacement for installation of electric, cable & AT&T vaults and boxes	EA	120	\$ <u>136.50</u>	\$ <u>16,380.00</u>
22	Excavate, backfill, compact and install Cable Service Vaults B48 (Comcast)	EA	1	\$ <u>7,450.00</u>	\$ <u>7,450.00</u>
23	Excavate, backfill, compact and install Cable Service Vaults N36 (Comcast)	EA	5	\$ <u>3,350.00</u>	\$ <u>16,750.00</u>
24	Excavate, backfill, compact and install Cable Service Vaults N30 (Comcast)	EA	6	\$ <u>3,350.00</u>	\$ <u>20,100.00</u>
25	Excavate, backfill, compact and install Service Vaults 24X36X30AT (AT&T)	EA	4	\$ <u>5,585.00</u>	\$ <u>22,340.00</u>
26	Excavate, backfill, compact and install Service Vaults 30X60X36AT (AT&T)	EA	1	\$ <u>6,600.00</u>	\$ <u>6,600.00</u>

27	Excavate, backfill, compact and install Service Vaults 48X78X36AT (AT&T)	EA	1	\$ <u>8,000.⁰⁰</u>	\$ <u>8,000.⁰⁰</u>
28	Excavate, backfill, compact and install Concrete Vault (City to Provide Vault 504)	EA	1	\$ <u>3,200.⁰⁰</u>	\$ <u>3,200.⁰⁰</u>
29	Excavate, backfill, compaction and install Pedestel Box Pad (City to Provide)	EA	1	\$ <u>3,000.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
30	Excavate, backfill, compaction and install Transformer Box Pad (City to Provide)	EA	2	\$ <u>3,400.⁰⁰</u>	\$ <u>6,800.⁰⁰</u>
31	Excavate, backfill, compaction and install Concrete Transformer Pad	EA	1	\$ <u>3,400.⁰⁰</u>	\$ <u>3,400.⁰⁰</u>
32	Excavate, backfill, compaction and install Secondary Service Box(City to Provide)	EA	5	\$ <u>3,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
33	Landscape removal and replacement, as required	LS	1	\$ <u>9,350.⁰⁰</u>	\$ <u>9,350.⁰⁰</u>
34	Traffic Loop Repair	EA	1	\$ <u>20,955.⁰⁰</u>	\$ <u>20,955.⁰⁰</u>
				SUB-TOTAL BID →	\$ <u>55,955.⁰⁰</u> <u>55,955.⁰⁰</u>

TOTAL BID AMOUNT

Item No.	Description	Sub-Total Bid Amount
1	DOWNTOWN WATER AND SANITARY SEWER REPLACEMENT PROJECT	\$ <u>3,375,280.⁰⁰</u>
2	STATE STREET UNDERGROUND FROM CLAY ST TO MILL ST 	\$ <u>559,576.00 559,576.00</u> 
TOTAL BID ==>>		\$ <u>3,934,856.⁰⁰</u>

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of January 21st, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 678993, expiration date 9/30/2020.

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: 1000006404

Signature of bidder or bidders, with business name, address, phone number and fax number:


Kenneth M. Wahlund, President
Wahlund Construction, Inc.
830 Hilma Dr. Eureka, CA 95503

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.

Kenneth M. Wahlund, President
Kelly A. Wahlund, Secretary & Treasurer
Same address as above

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah
Mendocino County, California

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING


(Signature of Bidder)

Business Mailing Address:

Wahlund Construction, Inc.
P.O. Box 6486
Eureka, CA 95502

Business Location:

830 Hilma Dr.
Eureka, CA 95503

(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 21st day of January, 2020

Signature of Bidder, with Business Address:



Wahlund Construction, Inc.

830 Hilma Dr.

Eureka, CA 95503

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 1/21/2020
Wahlund Construction, Inc.
830 Hilma Dr.
Eureka, CA 95503

(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
Multiple Pump Services	944697	1000365941	19686 N. Hirsch Ct. Anderson Ca. 96002	Bypass pumping assistance
Striping Graphics	576756	1000006495	501 Aaron St. Cotati, Ca. 94931	Striping
Mike Brown Electric Co.	306767	1000000469	561-A Mercantile Ave. Cotati Ca. 94931	Traffic loops Temp Camera Misc. Electrical

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.

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WAHLUND CONSTRUCTION, INC

A GENERAL ENGINEERING CONTRACTOR

Lic. #678993 A, B, ASBESTOS, HAZMAT

**830 HILMA DRIVE
EUREKA, CA 95503
(707) 268-0150 PHONE
(707) 268-0137 FAX**

Firm Profile

Wahlund Construction, Inc. is a Eureka; California based general engineering and general building contractor with over 35 years of experience including residential, commercial, industrial and municipal construction. Wahlund Construction has been licensed for asbestos and hazardous substances removal since 1993 and has over 25 years of experience in these fields. In recent years Wahlund has specialized in the construction of large water and wastewater improvement projects including numerous successfully completed horizontal direction drilling projects. With a crew of highly skilled union laborers and operators, Wahlund Construction is known throughout the region for attention to detail, high quality work, and a reputation for integrity. Wahlund Construction, Inc. has completed every project it has undertaken on time and has never been assessed liquidated damages on any project. With a design engineer on staff, Wahlund Construction has the value engineering ability that is not typical with other general contractors. Wahlund Construction also has full insurance coverage and has an A, B, Asbestos and Hazmat contractor's license. This covers the owner for every site specific situation that may arise.

Current Bonding Capacity is 40 Million Single and 80 Million Aggregate.

Wahlund Construction Team

Ken Wahlund, Project Superintendent

Mr. Wahlund has over 35 years of general engineering construction experience including residential, commercial, industrial and municipal construction. He has done extensive demolition and asbestos/hazardous materials abatement related construction. He has also been involved in the construction of several large scale wastewater treatment plant upgrades. He has been Project Superintendent for most Wahlund Construction projects including overall Project Superintendent/Manager for joint ventures such as the City of Fortuna Waste Water Treatment Facility and the Crescent City Water Pollution Control Facility. His experience in working with local regulators and with local conditions will expedite both the permitting and completion of this project.

Specific duties and responsibilities include: project superintendent, submittals, coordination with owner, engineers and subcontractors.

Bret Rinehart, PE, Consulting Engineer

Mr. Rinehart is a California Licensed Civil Engineer (License # 70375) with over 12 years of construction and construction management experience. He has a degree in Civil Engineering from the University of Utah. He has specialized in the field of public works construction including water and wastewater treatment and facilities. He has been involved in both the construction and construction management of several water utility and wastewater treatment plant upgrades including the City of Eureka Mad River Parallel Pipeline and the City of Fortuna Waste Water Treatment Facility. He started working with Wahlund Construction in 2007 as the Assistant Project Superintendent for the Crescent City Water Pollution Control Facility project. He was Project Superintendent for the Ferndale WWTP Additions Project, Rio Dell WWTP Upgrade and Disposal Project, and Bear River WWTP and Disposal Design/Build Project. He

was the design engineer of record for the City of Eureka Biosolids Dewatering Design Build Project and Bear River WWTP and Disposal Design/Build Project. He was Project Superintendent for the HBMWD Techite Pipeline Replacement Project.

Specific duties and responsibilities include: project superintendent, project engineer, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance, supplementary engineering design.

Ryan Wahlund, PE, Project Engineer

Mr. Wahlund is a California Licensed Mechanical Engineer (License # 37001) with over 8 years of mechanical design experience. He has a Bachelor's degree in Mechanical Engineering from California State University Chico. He has specialized in the field of mechanical design with an emphasis on pump systems. He started working part-time with Wahlund Construction 10 years ago as a summer intern Operating Engineer for the Crescent City Water Pollution Control Facility project. He started working full-time with Wahlund Construction in 2013 and successfully completed the Garberville Drinking Water Improvement Project, Scotia Infrastructure Improvements Project (Phases 1 and 2), and assisted in the design of the Bear River Rancheria Waste Water Treatment Facility Project.

Specific duties and responsibilities include: project engineer, construction management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance, supplementary engineering design, mechanical systems design, pressure testing/flushing calculations, stress calculations, drafting.

Robert Crittenden, Project Manager/Estimator

Mr. Crittenden has 27 years of heavy civil construction and 10 years of building construction experience. He has a degree in Construction Management from the Fresno State University. He has extensive experience in the field of construction management, supervision, estimating, and has experience in residential, commercial, municipal construction and building demolition. He is an instructor at College of the Redwoods, teaching residential building estimating. He has done extensive underground, earthwork, and public utility related construction

Specific duties and responsibilities include: project management, scheduling, submittals, coordination with owner, engineers and subcontractors, permit compliance.

Curtis Seely, Superintendent/Foreman

Mr. Seely has extensive experience in underground, pipeline, HDD drilling and earthwork construction. He has been with Wahlund Construction for the past 15 years and has worked on all of Wahlund's large scale construction projects.

Specific duties and responsibilities include: Superintendent for Wahlund Construction crew, equipment operation, HDD drill rig operator, coordination with subcontractors, implementation of project plans, specifications, and permit conditions.

General Information

- a. Firm Name: Wahlund Construction, Inc.
- b. Corporate Address: 830 Hilma Drive, Eureka, CA 95503
- c. Primary Contact: Kenneth M. Wahlund
Cell: 707-845-0990
Office: 707-268-0150
, Fax: 707-268-0137
Ken@wahlcon.com
- d. Website: None
- e. Federal Tax ID No. 68-0388471
- f. Number of Years in Business: 26 years
- g. Type of Organization: Corporation
- h. Date of Organization: October 13, 1993
- i. Business location: 830 Hilma Drive, Eureka, California 95503
- j. Name and date of predecessor organization: None
- k. Contractor Licensure: License # 678993 A, B, Asbestos, Hazmat
- l. Number and type of professionals: Ken Wahlund, Owner, Contractor License #678993
Bret Rinehart, PE, RCE # 70375
Ryan Wahlund, PE, RME # 37001
- m. List of Completed Projects: See following pages.

Completed Projects

2014-2018

Project Name: Scotia Infrastructure Improvements Project Phase 1 and Phase 2

Project Location: Scotia, CA



Description of Project: The project scope of work generally required the Contractor to remove and/or replace the Town of Scotia Company, LLC water, sanitary sewer, and storm drain utility infrastructure including: demolishing existing domestic and fire water, sanitary sewer, storm drain, and abandoned steam utility structures, and appurtenances, in place and by removal; keep existing operational utility infrastructure in service to all areas while constructing new domestic water, sanitary sewer, and storm drain utility infrastructure; reconfigure and overlay existing road surfacing; at specific locations, construct new sidewalk, curb, gutter, and ADA compliant facilities; coordinate construction work operations in an Owner-approved planned manner; and work in potential concurrent construction areas with PG&E community power changeover operations.

Contract Value of Project: \$9,742,966.92

Wahlund Key Personnel: Bob Crittenden, Ryan Wahlund

Project Contact: Frank Bacik (707)764-4131

2015-2016

Project Name: Bear River Band of the Rohnerville Rancheria Wastewater Treatment Plant and Disposal Project Design Build

Project Location: Loleta, CA



Description of Project:

Design and construction of a new 120,000 gpd wastewater treatment plant and disposal field. Project includes installation of a JWC Grinder, Westech Drum Screen, AeroMod Biological Treatment System, Westech Disc Filter, Wedeco UV Disinfection System, concrete tank, metal building, site work and complete electrical and control system.

Contract Value of Project: \$4,075,500

Wahlund Key Personnel: Bret Rinehart

Project Contact: Mike Flockhart (707)502-1146

2013 – 2014

Project Name: Humboldt Bay Municipal Water District Techite Pipeline Replacement Project

Project Location: Samoa, CA



Description of Project:

Project consists of construction of 11,000 linear feet of 20-inch, 4,400 linear feet of 12-inch, and 130 linear feet of 6-inch PVC water main with all service connections, fittings, paving, and earthwork to replace the existing Techite water main.

Time Frame to Complete Project: 180 days

Contract Value of Project: \$2,889,892

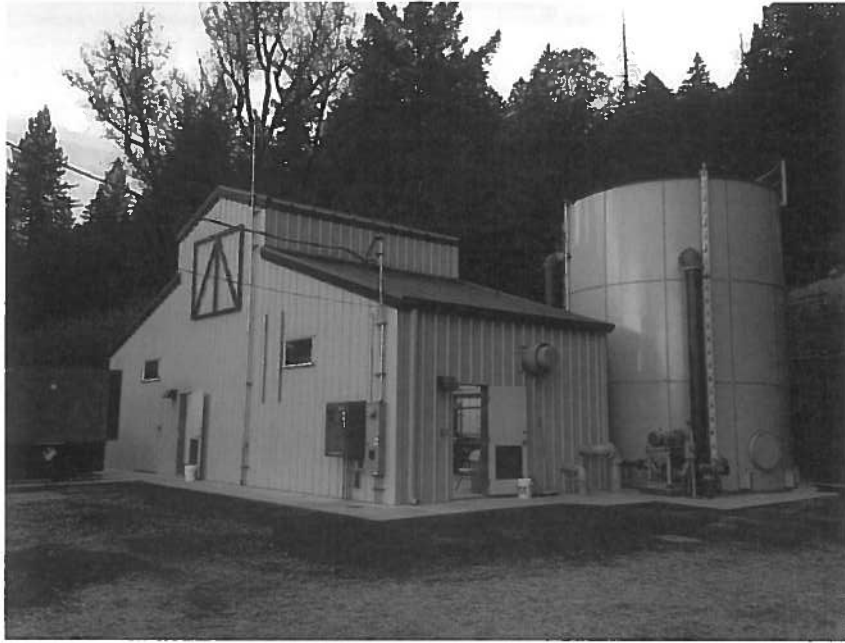
Wahlund Key Personnel: Bret Rinehart

Project Contact: John Friedenbach 707-443-5018

2013-2014

Project Name: Garberville Sanitary District Drinking Water Improvement Project

Project Location: Garberville, CA



Description of Project:

This \$2.3 million project involved the construction of a new surface water treatment facility including Loprest filter system; metal building; bolted steel backwash tank; and extensive modifications to the raw water intake, raw and finished water pipelines, and PLC controls; and site work.

Time Frame to Complete Project: 335 days

Contract Value of Project: \$2,313,609

Wahlund Key Personnel: Bret Rinehart, Ryan Wahlund

Project Contact: Ralph Emerson (209)743-0125

2013 – 2014

Project Name: Martin Slough Force Main Drill and Trenching Project

Project Location: Eureka, CA

Description of Project:

Project consists of construction of 2,150 linear feet of 26" HDPE Force Main pipeline via horizontal directional drilling and 2,200 linear feet 26" HDPE Force Main pipeline via open cut trenching. The trenching portion of this project includes several streambed crossings, air relief valve installations, patch paving, revegetation, dewatering, and several tie-ins at the Eureka WWTP.

Wahlund Construction started this project as a subcontractor. However, the original company that won the bid for this project walked away after claiming the soils were not drillable. Wahlund Construction then worked with the City of Eureka to come up with viable solutions and took over as the general contractor for the project and completed it on schedule.



Time Frame to Complete Project: 300 days

Contract Value of Project: \$8,956,941.00

Wahlund Key Personnel: Ken Wahlund

Project Contact: Roland Johnson (707)845-3047

2012 – 2013

Project Name: Rio Dell Wastewater Treatment Plant Upgrade and Disposal Project

Project Location: 475 Hilltop Drive, Rio Dell, CA. 95562



Description of Project:

Project consists of construction of wastewater treatment plant upgrades including new biological treatment facility, upgrade of existing facilities, complete new electrical system, approximately 12,000 linear feet of 14-inch diameter effluent pipeline and effluent disposal area. Project is subject to a California Environmental Quality Act - Environmental Impact Report and includes numerous mitigation measures covering biological resources, cultural resources, and hydrology/water quality. Pre-construction surveys were completed to located sensitive nesting birds and construction postponed until cleared by a qualified biologist. Project is located on the banks of the Eel River highlighting the need for compliance with stormwater best management practices.

Time Frame to Complete Project: 540 days

Contract Value of Project: \$10,660,960.11

Owner: City of Rio Dell, CA

Architect or Engineer Name: HDR Engineering

Architect or Engineer Contact:

Craig Olsen
2365 Iron Point Rd
Folsom, CA 95630
(916) 817-4700

Wahlund Key Personnel: Bret Rinehart

2012 – 2013

Project Name: City of Fortuna - Stewart Street Reservoir Replacement Project

Project Location: 1121 Stewart Street, Fortuna, CA 95540

Description of Project:

This project is split into two phases. Phase one included reconstruction of a booster pump station and piping, transmission piping and ties to existing piping, new distribution piping and services, including installation of new piping by horizontal directional drilling. Phase two, currently underway, consists of demolition of two existing covered 500,000-gallon reservoirs, excavation of the site to lower the base elevation for the new reservoir, construction of the foundation for the new reservoir, installation of a 2-million-gallon concrete water reservoir which includes rerouting of the on-site piping to connect the new concrete tank to the existing distribution system and installing transmission piping and ties to existing piping.

Time Frame to Complete Project: 318 days

Contract Value of Project: \$4,150,017.20

Owner:

City of Ferndale, CA

Owner Contact:

Jay Parrish
Telephone: (707) 786-4224

Architect or Engineer Name:

Manhard Consulting

Architect or Engineer Contact:

Kent M. Hanford
Telephone: (775) 332-4808

Wahlund Key Personnel: Ken Wahlund

2012

Project Name: City of Arcata Sewer Rehabilitation & Improvements

Project Location: Crescent & Bayside, Arcata, CA

Description of Project: Work consists of digging and replacing of 2,000 linear feet of existing sewer pipe, upsizing 1,200 linear feet of vitrified clay pipe from 8-inch to 12-inch class 300 HDPE pipe using pipe burst methods, replace 40 each sewer laterals and cleanouts, remove and replace 5 each sewer manholes, install 4 each new sewer manholes and all incidental work to complete construction work in place.

Time Frame to Complete Project: 30 Days

Contract Value of Project: \$629,490.00

Wahlund Key Personnel: Curtis Seely

2012

Project Name: Table Bluff Landfill System Upgrades

Project Location: Table Bluff Closed Landfill

Description of Project: Work is on a Time and material agreement to provide labor, equipment, and materials for installation of 1,500-gallon precast concrete septic tank at the Table Bluff Closed Landfill. Install one new emergency overflow pipe for the concrete tank and rock slope protection at the emergency overflow pipe outfall location. Install one new inflow pipe from existing sump to new concrete tank and abandon existing emergency overflow pipe from existing sump. Install one new outflow pipe from the concrete tank to be connected to the existing sump distribution piping to the leach field. Grade and install concrete pads for a backup generator and a propane tank (generator and propane tank will be supplied and installed by others). Excavate and backfill trench for installation of gas line from backup generator pad to propane tank pad (gas line to be installed by others).

Contract Value of Project: T&M

Wahlund Key Personnel: Bob Crittenden

2010 – 2012

Project Name:

Ferndale Wastewater Treatment Plant Additions

Project Location:

606 Port Kenyon Road
Ferndale, CA 95536



Description of Project:

The Ferndale Wastewater Treatment Plant Additions project involved the construction of a new 0.95 mgd wastewater treatment facility for the City of Ferndale. Project included construction of an influent pump station, headworks with mechanical bar screen, aeration/clarification/digestion treatment system, disc filters, UV disinfection facilities, belt filter press, and effluent pump station. Project also included extensive underground utilities, site work, a wetlands mitigation area and site pre-loading for soil consolidation. Wetlands mitigation included construction of a 1-acre wetland complete with hummocks, wetland species planting, and reclaimed water irrigation. During the project Wahlund Construction assisted the County of Humboldt with

instream excavation and modifications to Francis Creek under an emergency permit. Flooding of the project site and Port Kenyon Road was alleviated and excavated soils were used in the construction of the wetlands mitigation. Project started August 2010 and was completed January 2012.

Initial Contract Value (at time of bid award): \$8,265,088.00

Wahlund Construction's Contract Value: \$7,397,088.00

Total Value of Construction (including change orders): \$8,459,864.51

Wahlund Construction's Total Value (including change orders): \$7,513,045.51

Original Scheduled Completion Date: November 1, 2011

Time Extensions Granted (number of days): 41

Actual Date of Completion: January 10, 2012

Owner:

City of Ferndale, CA

Owner Contact:

Jay Parrish

Telephone: (707) 786-4224

Architect or Engineer Name:

Manhard Consulting

Architect or Engineer Contact:

Kent M. Hanford

Telephone: (775) 332-4808

Construction Manager:

Kent M. Hanford

Telephone: (775) 332-4808

Wahlund Key Personnel: Bret Rinehart, Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Arcata-Eureka Airport Runway 14 Bluff Stabilization Improvements

Contract No. 919265;

Project No.:FAA AIP-3-06-0010-39

Project Location:

Arcata-Eureka Airport

McKinleyville, CA



Description of Project:

The work required for the Runway 14 Bluff Stabilization Improvements included stabilizing the bluff adjacent to Runway 14 to meet safety area criteria. The stabilization measures included full height mechanically stabilized earth (MSE) walls in two locations. The existing cut slope was shored using grouted nails. Grading of the Runway Safety Area, drainage improvements and relocation of the perimeter security fence was also elements of work.

Initial Contract Value (at time of bid award): \$1,390,080.00

Total Value of Construction (including change orders): \$1,542,472.17

Original Scheduled Completion Date: Nov 22, 2011

Time Extensions Granted (number of days): 60

Actual Date of Completion: January 21, 2012

Owner:

County of Humboldt

Owner Contact:

Tyler Holmes
Humboldt County of Public Works
Telephone: (707) 445-7652

Architect or Engineer Name:

Jeff Leonard
Mead & Hunt, Inc.
Telephone: (707) 526-5010

Construction Manager:

Jeff Smith
Lenders Construction Services
Telephone: (707) 440-9098

Wahlund Key Personnel: Bob Crittenden, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2010 – 2011

Project Name:

Ramey Pump Station Improvements

Project Location:

McKinleyville, CA

Description of Project:

The Ramey Pump Station Project involved the installation of two new Vertical Turbine Pumps and related manifolds and necessary tie-ins. This project also included electrical upgrades, control building upgrades, Chlorination System, and general site-work modifications.

Initial Contract Value (at time of bid award): \$ 864,468.00

Total Value of Construction (including change orders): \$886,039.07

Original Scheduled Completion Date: February 10, 2011

Time Extensions Granted (number of days): 30

Actual Date of Completion: March 10, 2011

Owner:

McKinleyville Community Services District (MCSD)

Owner Contact:

Greg Orsini

Telephone: (707) 839-3251

Architect or Engineer Name:

Winzler & Kelly

Architect or Engineer Contact:

Patrick Kaspari

Telephone: (707) 443-8326

Construction Manager:

Patrick Kaspari

Telephone: (707) 443-8326

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2009 – 2010

Project Name:

Humboldt Bay Repowering Project

Project Location:

King Salmon, Eureka, Humboldt County, CA



Long reach excavation, backfill and grading.

Description of Project:

Intricate grading and excavating combined with pipeline, mass shoring and dewatering, underground utility and storm drain vaults and large cast-in-place concrete diversion structures.

Initial Contract Value (at time of bid award): \$4 million

Total Value of Construction (including change orders): \$4.3 million

Original Scheduled Completion Date: May 2010

Time Extensions Granted (number of days): 0

Actual Date of Completion: April 2010

Owner: Pacific Gas & Electric

Owner Contact:

Arthur Borchardt

Telephone: (707) 342-8712

Joseph Curran

Telephone: (415)973-1946

Dena Parrish, Compliance Manager

Telephone: (707) 444-6568

Architect or Engineer Name:

Wartsila North America, Inc.

Architect or Engineer Contact:

William F. Riedel, Site Manager HBRP

Telephone: (281) 460-8576

Construction Manager:

Chris Szolomayer, Haskell Corporation

Telephone: (360) 734-1200

Dan King

Telephone: (360) 303-8716

Wahlund Key Personnel: Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2009 – 2011

Project Name:

Loleta Water System Improvements Project

Project Location:

Loleta, CA

Description of Project:

This project consisted of construction of a new public water supply well including drilling 200 feet of hole to 16 inches in diameter, installation of 160 feet of 10-inch PVC casing, installation of 40 feet of PVC screen, installation of 150 feet of gravel pack, installation of 50 feet of sanitary seal, installation of gravel feed tube, preliminary well development by air lift swabbing, well development by pumping and surging, pump testing well, television survey of well, and installing new well pump; construction of a new water main, including installation of 420 linear feet of 4-inch HDPE by directional drilling, installation of 1,340 linear feet of 4-inch PVC, installation of 212 linear feet of 6-inch PVC, installation of one 1-inch air/vacuum release valve assembly, installation of one 2-inch blowoff assembly, installation of one fire hydrant assembly, and connection to existing 8-inch PVC; construction of a new water treatment facility, including construction of light framed wood structure building, installation of two 70 gpm filter tanks, installation of chlorine contact tank, installation of backwash water storage tank, new sanitary sewer service, new water service, and site work;

Initial Contract Value: \$939,805.00

Total Value of Construction (including change orders): \$906,487.84

Original Scheduled Completion Date: April 20, 2010

Time Extensions Granted (number of days): 277

Actual Date of Completion: 1/21/2011

Owner:

Loleta Community Service District

Owner Contact:

Markus Drumm

Telephone: (707) 733-1717

Architect or Engineer Name:

Greg Hall

Oscar Larson & Associates

Telephone: (707)445-2043

Construction Manager:

John DeBoice
Oscar Larson & Associates
Telephone: (707)445-2043

Wahlund Key Personnel: Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Smith River Rancheria Water Infrastructure-Wastewater Collection System Extension

Project Location:

350 North Indian Road
Smith River, CA 95567

Description of Project:

The work consisted of the installation of 3,910 linear feet of 8 inch gravity sewer, 1,740 linear feet of 6 inch gravity sewer, 635 linear feet of 4 inch gravity sewer, 3,340 linear feet of 3 inch sanitary sewer force-main, 200 linear feet of 8 inch jack and bore casing under HWY 101, 61 sanitary sewer laterals, 20 4-foot diameter sanitary sewer manholes, eight (8) checkouts, three (3) sewer lift stations, electrical and conduit installation to support each lift station, SCADA development, miscellaneous appurtenances, survey and AC paving.

Initial Contract Value (at time of bid award): \$1,288,000.00

Total Value of Construction (including change orders): \$1,493,200.00

Original Scheduled Completion Date: July 30, 2012

Actual Date of Completion: July 3, 2012

Owner:

Smith River Rancheria

Owner Contact:

Brad Cass Telephone: (707) 218-7504

Architect or Engineer Name:

Laco & Associates

Architect or Engineer Contact:

Benjamin W. Dolf, E.I.T.
Telephone: (707) 443 5054

Construction Manager:
Brad Cass Telephone: (707) 218-7504

Wahlund Key Personnel: Ken Wahlund, Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner

2008 – 2010

Project Name:
Smith River Rancheria Wastewater Treatment Plant and Disposal System.

Project Location:
350 North Indian Road
Smith River, CA 95567



Description of Project:

The Smith River Rancheria Wastewater Treatment Facility is an efficient, effective project developed in partnership between the Tolowa People and the North Coast Regional Water Quality Control Board. Designed to provide high quality treatment, as the Tribe's facilities grow, the project provided a cost-effective and scale-able solution to what had been a public health and environmental problem. The project involved the construction of a new wastewater treatment system and concrete tanks. This project also included a 1,600 square foot treatment building, a large leach field as well as two miles of pressure sewer boring by Wahlund Construction. The project was a Design Build project completed by both Wahlund and Winzler & Kelly.

Initial Contract Value (at time of bid award): \$2,350,521.80

Total Value of Construction (including change orders): \$2,647,387.80

Original Scheduled Completion Date: February 20, 2010

Time Extensions Granted (number of days): 0

Actual Date of Completion: January 15, 2010

Owner:

Smith River Rancheria

Owner Contact:

Brad Cass

Telephone: (707) 218-7504

Architect or Engineer Name:

Winzler & Kelly

Architect or Engineer Contact:

Neal Carnam

Telephone: (707) 443-8326

Construction Manager:

Brad Cass

Telephone: (707) 218-7504

Wahlund Key Personnel: Ken Wahlund, Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Sewer & Storm Drain Systems
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of installing approximately 1,000 Linear Feet of 6" Sewer Main, Sewer Manholes as well as several sewer laterals, and over 1,600 linear feet of 8" – 36" N12 ADS HDPE Storm Drain pipe.

Initial Contract Value: \$255,000.00

Total Value of Construction (including change orders): \$268,143.61

Original Scheduled Completion Date: June 2011

Time Extensions Granted (number of days): 0

Actual Date of Completion: June 4, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard
Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Water Systems
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of installing over 450 linear feet of 12" water main, gate valves, fire hydrants, 4" domestic water line, backflow preventers, ARV's & BOV's, water tie-ins as well as raising valves and pressure testing.

Initial Contract Value: \$214,501.00

Total Value of Construction (including change orders): \$210,909.17

Original Scheduled Completion Date: May 2012

Time Extensions Granted (number of days): 0

Actual Date of Completion: May 31, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard
Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note: There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2011 – 2012

Project Name:

Summer Park Apartments – Dry Utilities
Seven apartment buildings, community building and garage

Project Location:

1500 Summer Park Court
Crescent City, CA 95531

Description of Project:

This project consisted of trenching and overseeing the installation of all dry utilities including electrical, cable, phone, and fire systems. Also responsible for setting all required vaults & utility boxes.

Initial Contract Value: \$75,000.00

Total Value of Construction (including change orders): \$75,000.00

Original Scheduled Completion Date: January 2012

Time Extensions Granted (number of days): 0

Actual Date of Completion: January 26, 2012

Owner:

Summer Park Apartment Investors, L.P.

Owner Contact:

John Cicerone
Telephone: (916) 446-4040

Architect or Engineer Name:

Bruce Keith
Telephone: (66) 322-2061

Construction Manager:

Jason Prikard
Telephone: (916) 446-4040

Wahlund Key Personnel: Curtis Seely

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2007**Project Name:**

Rocky Gulch Creek Culvert Replacement Phase 1 & 2

Project Location:

Rocky Gulch Creek, Arcata, CA



Assembly of arch culvert (Phase 1).



Restored stream channel (Phase 2).

In 2007, Wahlund Construction replaced several culverts on Rocky Gulch Creek near Eureka, CA with a bridge and aluminum box culvert. Phase 1 involved traffic control, road closure, a pumped bypass of the creek, removal of two existing culverts and installation of a 16' wide x 56' long aluminum box culvert. Phase 2 involved in stream restoration of the stream channel and replacement of an existing driveway culvert with a prefabricated bridge. Intent of the project was to improve passage for anadromous fish such as the endangered Coho salmon. Construction was limited to the summer dry season, from June 15 to November 1, or the first rainfall. Project was funded by the California Coastal Conservancy's Humboldt Fish Passage Improvement Program. Both projects were completed in Summer 2007 and opened 2.7 miles of habitat.

Initial Contract Value (at time of bid award):

\$145,660 (Phase 1), \$92,000 (Phase 2)

Total Value of Construction (including change orders):

\$145,660 (Phase 1), \$92,000 (Phase 2)

Original Scheduled Completion Date: 08/2007 (Phase 1), 11/2007 (Phase 2)

Time Extensions Granted (number of days): 0

Actual Date of Completion: 08/2007 (Phase 1), 11/2007 (Phase 2)

Owner: County of Humboldt

Owner Contact:

Tony Seghetti, County of Humboldt (Phase 1)

Telephone: (707) 445-7448

Architect or Engineer Name:

McBain & Trush

Architect or Engineer Contact:

Jeff Anderson, McBain & Trush

Telephone: (707) 826-7794

Construction Manager:

Jeff Anderson, McBain & Trush

Telephone: (707) 826-7794

Wahlund Key Personnel: Curtis Seely, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2007 – 2011

Project Name:

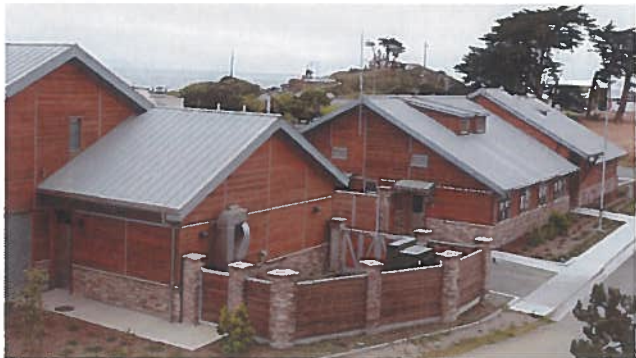
City of Crescent City Water Pollution Control Facilities Improvement Project

Project Location:

Crescent City, Del Norte County, CA



MBR Building and Tank Excavation at Crescent City WPCF.



Description of Project:

In 2007, a joint venture of Wahlund Construction, Sequoia Construction Specialties, and O&M Industries began construction of a complete remodel and upgrade of the existing water pollution control facilities in Crescent City, CA. Project was completed on May 3, 2011 and remained under budget and on schedule. Central to the project is the construction and installation of a 1.2 million gallon per day Siemens Membrane Bioreactor (MBR) package and associated tanks and facilities. Project included construction of new laboratory, operations, dewatering, MBR buildings and rehabilitation of existing digesters, primary and secondary clarifiers. Project also

included extensive underground utilities and electrical and complete renewal of all site work, paving and landscaping.

Initial Contract Value (at time of bid award): \$37.2 million.

Wahlund Construction's Contract Value: \$14,893,360.00

Total Value of Construction (including change orders): \$37,601,542.00

Wahlund Construction's Total Value (including change orders): \$14,771,327.53

Original Scheduled Completion Date: Dec. 2010

Time Extensions Granted (number of days): 140

Actual Date of Completion: May 3, 2011

Owner:

City of Crescent City

Owner Contact:

Jim Barnts, Director of Public Works

Telephone: (707) 464-9506

Or: (707) 218-6678

Architect or Engineer Name:

Brown & Caldwell/Kennedy Jenks

Architect or Engineer Contact:

Ron Walz

Telephone: (541) 338-8135

Construction Manager:

Ward Stover (Stover Engineering)

Telephone: (707)-465-6742

Wahlund Key Personnel: Bret Rinehart, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2004 – 2007

Project Name:

City of Fortuna Waste Water Treatment Facility 2004 Expansion

Project Location:

Fortuna, Humboldt County, CA



Interior view of new Digester Building.



Installation of floating cover for anaerobic digester.



Description of Project:

In 2005, a joint venture of Wahlund Construction and Sequoia Construction Specialties began construction of extensive upgrades to the existing waste water treatment facility in Fortuna, CA. Project included construction of dewatering and composting facilities, anaerobic digester, cogeneration engine, secondary clarifier, headworks upgrades and other modifications. A new metal building was constructed to house the composting facilities and new CMU buildings were constructed for the operations and digester buildings. Project also included extensive

underground utilities, electrical, site work, and paving. This upgrade increased capacity of the existing treatment facility with emphasis on sludge handling and composting. Project was completed in 2007 with a final construction cost of \$11.2 million.

Initial Contract Value (at time of bid award):

Total Value of Construction (including change orders): \$11.2 million

Original Scheduled Completion Date: 2007

Time Extensions Granted (number of days):

Actual Date of Completion: 2007

Owner: City of Fortuna

Owner Contact: Duane Rigge, City Manager
Telephone: (707) 725-7600

Architect or Engineer Name:
Eco-Logic Engineering

Architect or Engineer Contact:
Eric Bolstad
Telephone: (916) 773-8100

Construction Manager:
John DeBoice (Oscar Larson & Associates)
Telephone: (707) 445-2043

Wahlund Key Personnel: Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2006 – 2007

Project:

Prairie Creek Redwoods State Park Public Use Improvements

Project Location:

Prairie Creek State Park



New septic tank at Prairie Creek Redwoods S.P.



Completed leach field at Prairie Creek.

Project Description:

This project consisted of 2 new restroom facilities, new entrance station, new electrical service through 5,000' of directional boring, 3 new leach fields and associated sitework. Wahlund Construction was a subcontractor and was responsible for the leach fields and underground piping. All work was done in an environmentally, cultural and archeologically sensitive area. Species of concern included the threatened Marbled Murrelet and Pacific Giant Salamander. Construction halted during the summer months for Marbled Murrelet mating season. Yurok Tribe members observed all excavations during the project to protect cultural and archeological resources. Project was completed September 2007 with a final contract amount of \$1,800,971.

Initial Contract Value (at time of bid award): \$671,000.00

Total Value of Construction (including change orders): \$681,507.40

Original Scheduled Completion Date:

Time Extensions Granted (number of days): 0

Actual Date of Completion:

Owner: State of California

Owner Contact:

Gary Smith, State Park Rep.

Telephone: (916) 445-8745

Wahlund Key Personnel: Curtis Seely

2004

Project Name:

City of Eureka Mad River Parallel Pipeline Project

Project Location:

Eureka, Humboldt County, CA



Installation of 18" water main in county road right-of-way.

Project Description:

As part of a multi-phase parallel pipeline project, Wahlund Construction installed 5,600 feet of 18" ductile iron water main paralleling the existing pipeline supplying water to the City of Eureka. The pipeline followed Myrtle Avenue and Old Arcata Road in Indianola. Construction involved extensive traffic control, tie-ins to the existing pipeline at three locations, replacement of multiple service lines and installation of fire hydrants. Construction started May 2004 and was complete August 2004 with a final construction cost of \$1.129 Million.

Initial Contract Value (at time of bid award): \$1 Million

Total Value of Construction (including change orders): \$1.129 Million

Original Scheduled Completion Date: August 2004

Time Extensions Granted (number of days): 0

Actual Date of Completion: August 2004

Owner:

City of Eureka

Owner Contact:

Kurt Gierlich, P.E., City Engineer

Telephone: (707) 441-4194

Architect or Engineer Name:

Oscar Larson & Associates

Architect or Engineer Contact:

John DeBoice (Oscar Larson & Associates)

Telephone: (707) 445-2043

Construction Manager:

John DeBoice

Telephone: (707) 445-2043

Wahlund Key Personnel: Curtis Seely, Ken Wahlund

Note:

There were no Stop Notices or Mechanic's Liens filed, no liquidated damages assessed against Contractor, and there were no claims, lawsuits, and/or arbitration between Contractor and the Owner.

2002

Richardson Grove State Park Water System

Wahlund Construction installed a new water system for Richardson Grove State Park. Project included new buried water distribution system and appurtenances. Project included working around ecologically sensitive habitats, old growth Redwood and included special constraints to protect Spotted Owls.

Date Completed: 11/2002
Contract Amount: \$331,000

2002

Standish Hickey State Park Water System

Wahlund Construction installed a new water system for Standish Hickey State Park. Project included new buried water distribution system and appurtenances. Project included working around ecologically sensitive habitats, old growth Redwood and included special constraints to protect Spotted Owls.

Date Completed: 08/2002
Contract Amount: \$283,000

Numerous Other Private, Commercial, Industrial and Municipal Projects

Wahlund Construction has worked on numerous other private, commercial, industrial and municipal projects including water, sewer, roads, earthwork, storm drainage, hazmat, asbestos removal, demolition and more.

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:

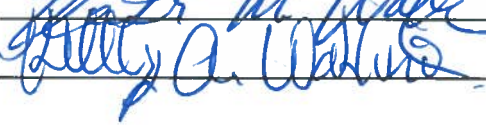
IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Wahlund Construction, Inc.
Kenneth M. Wahlund, President
Kelly A. Wahlund, Secretary & Treasurer

Licensed in accordance with an act providing for the registration of Contractors:

License No. 678993, License Expiration Date 9/30/2020

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: Wahlund Construction, Inc.
830 Hilma Dr.

Place of residence: Eureka, CA 95503
(Place of residence: same as above)

Dated: 1/21/2020

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, WAHLUND CONSTRUCTION, INC.

_____ as PRINCIPAL and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

_____ 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% (TEN PERCENT OF THE 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 January 22, 2020 for DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING.

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 21ST day of JANUARY,
A.D. 2020.

(Seal)

[Signature]
(Seal)

WAHLUND CONSTRUCTION, INC.
(Seal)

Principal

[Signature]
(Seal)

LELA ANN WHEELER, ATTORNEY IN FACT
(Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Seal)

Surety

Address: ONE TOWER SQUARE

HARTFORD, CT 06183

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Humboldt)
 On January 21st, 2020 before me, Shawn R. Thrash, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Lela Ann Wheeler
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Shawn R. Thrash
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

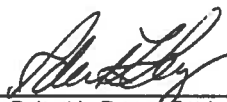
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LELA ANN WHEELER** of **EUREKA, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21ST day of JANUARY, 2020.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING 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.

Kenneth M. Wohland
President

[Signature]
Signature(s) of Bidder

Business Address: 830 Hilma Drive
Eureka Ca 95503

Place of Residence: 830 Hilma Drive
Eureka Ca 95503

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20____.

DOWNTOWN UTILITY UPGRADE & ELECTRIC UNDERGROUNDING 113

Spec. No. 2019-17 – Reflecting Addendum 1

See Attached Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of Humboldt

Subscribed and sworn to (or affirmed) before me

on this 21st day of January, 20 20,
by Date Month Year(1) Kenneth M. Wahlund

(and (2) _____)

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is "Yes," explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



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: _____

ATTACHMENTS:

1. 2020 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Crane

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton , Museum Director; 467-2836 dburton@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison, Fire Chief ; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th 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 County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

None

Summary: The City has an opportunity to significantly reduce the interest cost associated with the 2006 Wastewater Revenue Bonds by Refunding such bonds at lower interest rates, thereby saving the City's ratepayers money each year without extending the length of the term of the debt.

City Staff has been working diligently to close on the refunding. Given the timing of close and evolving discussions with the Ukiah Valley Sanitation District, staff is requesting Council consider an urgency item to receive an update and provide direction as may be deemed necessary.

Background: For the past three years City staff has been working with its consultants attempting to refinance the outstanding 2006 Water and Wastewater Revenue Bonds, Series A, issued on the City's behalf by the Association of Bay Area Governments (the "Authority"), in the aggregate principal amount of \$75,060,000, which have a remaining balance of \$51,950,000 (the "2006 Bonds"). Under the 2006 Bond Documents, the Ukiah Valley Sanitation District (the "District") is treated as a large customer of the City's Wastewater Enterprise and in 2006 the District and City entered into a financing agreement requiring the District to reimburse the City for a certain allocable share (the "District's Allocable Share") of the City's debt service payments made on the 2006 Bonds.

The current bond market provides an opportunity for the City to refinance the 2006 Bonds to a lower interest rate in order to reduce the cost of debt service payable by the City (this process is hereafter referred to as a "Refunding"). Much like refinancing a home mortgage, this Refunding will provide a substantial net (after all costs and expenses) savings on the interest accrued over the life of the bonds, which is a direct benefit to the City and its ratepayers.

The District is currently seeking an independent private placement financing, the proceeds of which the District intends to use to prepay the District's Allocable Share (the "District's 2020 Obligations") which equates to 54% of the outstanding principal of the 2006 Bonds.

The City can accomplish the full Refunding of the 2006 Bonds (i.e., the other 46% outstanding principal of the 2006 Bonds) by issuing new "City of Ukiah, Series 2020 Wastewater Revenue Refunding Obligations (2020 Wastewater Refunding Project)" (the "2020 Obligations"). The proceedings do not require a public hearing or a rate increase, and there is no provision for public protest. The reason for this is that the Refunding saves the City (and the District for its share) and its ratepayers money without increasing its annual obligation or its overall principal obligation represented by the 2006 Bonds.

The 2006 Bonds bear interest at rates ranging from 4.00% to 4.75% and have a final maturity date of March 1, 2035. The 2006 Bonds may now be Refunded with no penalty on (upon 30 days' notice to the present bondholder) on March 1, 2020. If the City misses the March 1st prepayment date the next chance to refund the 2006 Bonds would be between June 1, 2020 and September 1, 2020.

Staff, with the assistance of its financing team, on December 23, 2019, issued a Request for Proposals/Bids to several targeted financial institutions requesting proposals (the "Proposals") to provide financing for the Refunding on a privately placed basis. Staff has identified BBVA USA as the best overall Proposal (the "Bank"). BBVA USA is also the bank being selected by the District to finance the District's 2020 Obligations.

FINANCIAL IMPACTS

The City has an opportunity to significantly reduce the interest cost associated with the 2006 Bonds by Refunding such bonds at lower interest rates, thereby saving the City's ratepayers money each year without extending the length of the term of the debt. Based upon the bid received from the Bank, the Refunding of the 2006 Bonds is estimated to generate net present value savings of approximately \$3.4 million (13.5% of refunded par). The source of repayment for the 2020 Obligations would be limited solely to the Net Revenues of the Wastewater Enterprise, and the 2020 Obligations would not be a debt of the General Fund and there is no collateral pledged therefor.

GOOD FAITH ESTIMATES

The following information consists of estimates that have been provided by the Municipal Advisor and has been represented by such party to have been provided in good faith:

- A. True Interest Cost of the 2020 Obligations: 2.42%
- B. Finance Charge of the 2020 Obligations (Sum of all fees/charges paid to third parties): \$534,805
- C. Net Proceeds of the 2020 Obligations to be Received (net of finance charges, reserves and capitalized interest, if any): \$24.4 million
- D. Total Payment Amount through Maturity of the 2020 Obligations: \$29.9 million

The foregoing constitute good faith estimates only. The principal amount of the 2020 Obligations, the true interest cost of the 2020 Obligations, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the 2020 Obligations being different than the date assumed for purposes of such estimates; (b) the actual principal amount of 2020 Obligations sold being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the 2020 Obligations being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the 2020 Obligations being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, or a combination of such factors.

The actual date of sale of the 2020 Obligations and the actual principal amount of 2020 Obligations sold will be determined by the City based on a variety of factors. The actual interest rates borne by the 2020 Obligations may be subject to change from what is presented above and that may have an impact on the amortization of the 2020 Obligations.

Discussion: At the special meeting on January 29, 2020, the City Council adopt a resolution authorizing the sale, execution and delivery of the 2020 City Obligations, and directed staff to issue a provisional call notice of the 2006 Ukiah Wastewater Revenue Bonds through the Trustee, Wells Fargo Bank.

Staff has been working to close the transaction which is timed for mid February. Until the transaction closes,

the City retains the option of not moving forward if staff believes that it is not in the City's interest to do so.

Staff will provide an update on the current status and may seek additional direction and input from the City Council.

Recommended Action: Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager