



**City Council
Regular Meeting
AGENDA**

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

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

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/83116103897>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 831 1610 3897
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

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

September 16, 2026 - 5:15 PM

-
1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

4.a. Acknowledgments:

- September 15, 2026, as National Information Technology Professionals Day.

Recommended Action: Recognize acknowledgements.

Attachments:

1. September 16, 2026 Acknowledgements

4.b. Receive Presentation of Exceptional Employee Recognition Awards.

Recommended Action: Receive a presentation of the Exceptional Employee Recognition Awards.

Attachments: None

4.c. Proclamation Honoring David Rapport's 43 Years of Service to the City of Ukiah.

Recommended Action: Mayor and Councilmembers to issue a proclamation.

Attachments:

1. David Rapport Proclamation - Placeholder

5. **PETITIONS AND COMMUNICATIONS**

6. **APPROVAL OF MINUTES**

6.a. Approval of the Minutes for the September 2, 2026, Regular Meeting.

Recommended Action: Approve minutes for the September 2, 2026, Regular Meeting.

Attachments:

1. 2026-09-02 Draft Minutes

7. **RIGHT TO APPEAL DECISION**

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

8. **CONSENT CALENDAR**

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

8.a. Review and File Update to the Landfill Closure Financial Plan.

Recommended Action: Receive and file an update to the Landfill Closure Financial Plan.

Attachments:

1. 2016-03 CC Reso - Establishing Funding Closure
2. Ukiah LF - Closure Cost Estimate 2026
3. 2026 Landfill Inflation Factor Report

8.b. Consideration of Adoption of Resolution for the Approval of Amended and Restated Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Joint Powers Agreement and Technical Advisory Committee (TAC) Memorandum of Understanding for the UVBGSA.

Recommended Action: Adopt Resolution approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA), approving the admission of the Ukiah Valley Water Authority (UVWA) as a member of the Agency, and authorizing the City Manager to execute the Amended and Restated Joint Powers Agreement and Technical Advisory Committee (TAC) Memorandum of Understanding and take all ministerial actions necessary to complete execution.

Attachments:

1. Proposed Resolution
2. UVBGSA Joint Powers Agreement
3. UVBGSA TAC MOU

8.c. Adoption of an Ordinance Amending Section 1166 of the Ukiah City Code Regarding Design Review Board Meetings, Rules, and Records.

Recommended Action: Adopt an ordinance amending Section 1166 of the Ukiah City Code regarding Design Review Board meetings, rules, and records.

Attachments:

1. Proposed Ordinance

8.d. Adoption of Resolution Amending the Appendix to the Conflict of Interest Code to Reflect a Current List of Economic Disclosure Filers.

Recommended Action: Adopt Resolution amending the appendix to the Conflict of Interest Code to reflect a current list of economic disclosure filers.

Attachments:

1. Exhibit A - redline

2. 45-day Notice
 3. Proposed Resolution with Exhibit A - clean
- 8.e. Adoption of Resolution Approving an Application for Statewide Park Development and Community Revitalization Program Grant Funds for Development of a Wagenseller Neighborhood Park.
- Recommended Action: Adopt a Resolution approving an application for Statewide Park Development and Community Revitalization Program grant funds for development of a Wagenseller neighborhood park.**
- Attachments:
1. Site Map for Wagenseller Park
 2. Community Fact Finder Report
 3. Proposed Resolution
- 8.f. Authorization for City Manager to Negotiate and Execute Lease Agreement with Ukiah Unified School District for the Use of District Property for a Community Tree Nursery.
- Recommended Action: Authorize the City Manager to negotiate and execute the lease agreement with the Ukiah Unified School District for the use of district property for a Community Tree Nursery.**
- Attachments:
1. Community_Tree_Nursery_Lease_Final 09082026
- 8.g. Approval of Purchase of Server Room Cooling System for the Remodel of 501 South State Street from Harold Wells Associates, Inc. in the Amount of \$81,782.72, and Corresponding Budget Amendment.
- Recommended Action: Approve the purchase of Schneider Electric server room cooling equipment from Harold Wells Associates, Inc. in the amount of \$81,782.72 for the Remodel of 501 South State Street, and approve a corresponding budget amendment.**
- Attachments:
1. HWA Quote

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (5:30 PM)

13. UNFINISHED BUSINESS

- 13.a. Adoption of a Resolution Approving Award of an Emergency Contract with Diamond D Construction, LLC in the Amount of \$148,580 for Landslide Mitigation Work at the Pressure Zone 1 Water Storage Tank and Approval of Corresponding Budget Amendment.
- Recommended Action: Adopt resolution approving award of an emergency contract with Diamond D Construction, LLC in the amount of \$148,580 for Landslide Mitigation Work at the Pressure Zone 1 water storage tank and approval of corresponding budget amendment.**
- Attachments:
1. PZ1 Expansion 2005-08-03 Council Staff Report

2. 10-15-25 Council Staff Report
3. ALC Proposal
4. DD Proposal
5. PZ1 Plan Spec Profile and Site Plan
6. Emergency Contract Mudslide Mitigation Water Tank Resolution

14. **NEW BUSINESS**

- 14.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. 2026 City Council Special Assignments & Ad Hocs

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

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
 (Government Code Section 54956.9(d)(4))
 Initiation of litigation (1 case)
- 15.b. **Conference with Legal Counsel – Anticipated Litigation**
 (Government Code Section 54956.9(d)(2))
 Significant exposure to litigation (1 case)
- 15.c. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9(d)(1))
 Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
- 15.d. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9(d)(1))
 Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC
- 15.e. **Conference with Legal Counsel - Existing Litigation**
 (Government Code § 54956.9(1)(d))
 City of Camden et al. v. 3 M Corporation (USDC South Carolina, Charleston Division) 2:23-cv-03147, 03230
- 15.f. **Conference with Legal Counsel - Existing Litigation**
 (Government Code § 54956.9(1)(d))
 Name of case: Kylie St. Pierre v. City of Ukiah, et al.; Case No. CV 26-07749
- 15.g. **Conference with Real Property Negotiators**
 (Cal. Gov't Code Section 54956.8)
 Property: APN Nos: 002-232-05 and 002-282-02
 Negotiator: Sage Sangiacomo, City Manager
 Negotiating Parties: Schafer
 Under Negotiation: Price & Terms of Payment

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

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

Kristine Lawler, City Clerk
Dated 9/11/26



AGENDA SUMMARY REPORT

SUBJECT: Acknowledgments:

- September 15, 2026, as National Information Technology Professionals Day.

DEPARTMENT: City Clerk

PREPARED BY: Araceli Sandoval, Deputy City Clerk

PRESENTER: Mayor Sher

ATTACHMENTS:

1. September 16, 2026 Acknowledgements

Summary: City Council will recognize several important people, causes, and community observances through acknowledgements.

Background: While the City reserves formal proclamations for unique milestones and extraordinary achievements, acknowledgements allow the City to consistently recognize the many organizations, professions, cultures, and causes that strengthen the Ukiah community throughout the year.

Discussion: The City of Ukiah recognizes (Attachment 1):

- **September 15, 2026, as National Information Technology Professionals Day**, recognizing the IT professionals who keep our increasingly connected world running. From computers, networks and applications to servers, databases and cybersecurity, these often-unsung heroes solve complex problems, protect critical systems and provide innovative solutions that help organizations operate effectively. The day is an opportunity to thank IT professionals for their expertise and dedication, recognize their accomplishments, and appreciate the valuable insight they bring to both everyday operations and strategic decision-making.

The City of Ukiah extends its appreciation to all individuals contributing to these efforts and recognizes the many dedicated professionals whose behind-the-scenes work, commitment, and expertise strengthen and serve the community.

Recommended Action: Recognize acknowledgements.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

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

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Scott Shaver, IT Manager and Michael Henry, IT Manager

STRATEGIC PLAN (SP): SP 3C - Instill diversity, equity, and inclusion as essential core elements of policymaking, accountability, and delivery of City services.

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager



City Council Acknowledgements for September 16, 2026.

The City of Ukiah recognizes an important observance that acknowledges the expertise, dedication, and essential contributions of IT professionals to our increasingly connected community.

The City recognizes **September 15, 2026**, as **National IT Professionals Day**, recognizing the IT professionals who keep our increasingly connected world running. From computers, networks and applications to servers, databases and cybersecurity, these often-unsung professionals solve complex problems, protect critical systems and provide innovative solutions that help organizations operate effectively. This day provides an opportunity to thank IT professionals for their expertise and dedication, recognize their accomplishments, and appreciate the valuable insight they bring to everyday operations and strategic decision-making.

The City of Ukiah extends its appreciation to IT professionals for their expertise, dedication, and valuable contributions to the City and our community.

Recognized by the City Council of the City of Ukiah
September 16, 2026



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation of Exceptional Employee Recognition Awards.

DEPARTMENT: Human Resources /
Risk Management

PREPARED BY: Tim Mitchell, H.R./Risk Manager Analyst

PRESENTER: Department Directors, City Manager, and Mayor.

ATTACHMENTS:

None

Summary: The Mayor will present selected employees with Exceptional Employee Recognition awards.

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employee Program recognizes (through a nomination process) and awards those employees or teams of employees who have truly gone above and beyond. Once each quarter, nominations are considered from the categories of field crews, public safety, and administration.

Discussion: The recipients of the Exceptional Employee program for the third quarter of 2026 are as follows:

Chris Pittman and Jessica Foell, Dispatchers; and Tiffany Breece, Supervising Dispatcher; Police Department: On Friday, August 7, 2026, at approximately 10:35 a.m., Dispatch Supervisor Tiffany Breece received a call from a citizen reporting that an aircraft had crashed on N. Main Street between E. Smith Street and Norton Street. This unusual and rapidly developing incident immediately placed significant demands on the Communications Center. Newly trained Dispatcher Jessi Foell quickly demonstrated exceptional composure and initiative by starting a call for service, coordinating the response of a Community Services Officer, and adding additional units as the situation developed. Over the next 10 minutes, Jessi, along with Supervisor Tiffany Breece and Dispatcher Chris Pittman, fielded more than 25 calls from concerned citizens while simultaneously managing the increased radio traffic associated with the incident. As reports of power outages began coming in from throughout the area, the team recognized the need for proactive public communication and promptly issued a Nixle alert advising the community of the outages and anticipated traffic delays.

Throughout the incident, Communications personnel also assisted with contacting multiple City departments and other agencies to facilitate communication and coordinate the City's response. Although emergency situations vary, an aircraft crash is an extremely uncommon and high-pressure event, making this an exceptional training opportunity for a newly trained dispatcher. Jessi performed phenomenally under pressure, demonstrating sound judgment, initiative, and the ability to quickly adapt to an unprecedented situation. Equally important, Chris and Supervisor Tiffany provided outstanding support by handling as many incoming and outgoing calls as possible, allowing Jessi to remain focused on the demanding radio traffic and rapidly changing requests. The teamwork, professionalism, and calm response demonstrated by all three employees exemplify the high level of service and dedication expected from the Ukiah Police Department Communications Division and make them highly deserving of recognition through the Exceptional Employee Award.

Lori Martin, Billing and Customer Service Manager; Barbara Babcock and Gina Haufler, Customer Service Team Leaders; and the Utility Billing Team; Finance Department: The Utility Billing team demonstrated exceptional dedication and teamwork during the Milsoft CIS implementations for both the Ukiah Valley Water Authority (UVWA) and Ukiah Valley Sanitation District (UVSD). Led by Lori, Gina, and Barbara, the team took on significant additional responsibilities while continuing to maintain daily utility billing and customer service operations. Their work included extensive system testing, troubleshooting, data validation, process development, and coordination with Milsoft and agency partners. Throughout two complex implementations, the team adapted to new processes, resolved challenges, supported one another, and remained focused on minimizing impacts to customers. Their collective effort, flexibility, and commitment went well beyond normal duties and exemplified outstanding public service. The team was asked to rise up and meet a significant challenge, outside their regular duties and responsibilities, and delivered for our citizenry.

Maria Ceja, Department Analyst; City Manager's Office: Maria consistently goes above and beyond to support employees throughout the organization. No task is too far outside the scope of her regular duties. She willingly steps in and stays until the job is done. Whether supporting the City Manager with a presentation, delivering refreshments for an extended meeting, staying late for a Diversity and Equity Committee event, responding to an "urgent" citizen engagement request after hours, or an early-morning creamer run to ensure everyone is properly caffeinated before 8 a.m., Maria brings a positive, service-oriented attitude. Her role in coordinating and organizing the City's many all-employee events throughout the year is priceless, as she often handles countless details behind the scenes. Her responsiveness, teamwork, and willingness to help wherever needed exemplify the City's Core values.

Daniel Davis and James Brown, Sr. IT Specialists; Finance Department: In September 2025, the Ukiah Police Department transitioned from an outdated CAD/RMS system to Sun Ridge Solutions' RIMS platform. Daniel Davis and James Brown demonstrated exceptional dedication throughout this major undertaking, helping build and configure the supporting IT infrastructure, coordinate connectivity with the Department of Justice, troubleshoot complex issues, test the new environment, and prepare a training room with mock workstations. As the go-live date approached, they worked extended hours and remained readily available to Police staff, helping ensure a successful transition with minimal disruption. Their technical skill and collaboration, supported by the efforts of the entire City IT Department, were instrumental to the project's success and exemplify exceptional public service and teamwork.

Myles Fisette, Purchasing Manager; Finance Department: Myles Fisette consistently goes above and beyond in his role as Purchasing Manager, helping departments solve complex problems and keeping major City projects moving forward. During the City's transition from Mitel to RingCentral, he played a vital role in coordinating purchasing, vendor requirements, departmental needs, and numerous administrative details. Whenever challenges arose, he remained responsive and focused on finding practical solutions. His initiative, collaboration, experience, and sound judgment were invaluable to the successful implementation of the new phone system. This project and many other important City initiatives would not have been as successful without his support.

Recommended Action: Receive a presentation of the Exceptional Employee Recognition Awards.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: The City Manager's Office and Department Directors

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

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Proclamation Honoring David Rapport's 43 Years of Service to the City of Ukiah.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Sher and Councilmembers

ATTACHMENTS:

1. David Rapport Proclamation - Placeholder

Summary: The Mayor and City Councilmembers will issue a proclamation honoring David Rapport for his 43 years of service as the City Attorney for the City of Ukiah.

Background: David Rapport has served as the City Attorney to the City of Ukiah for 43 years, guiding the City through decades of legal challenges, major projects, and significant changes in the community.

Discussion: The Mayor and City Councilmembers will be honoring David Rapport with a Proclamation (Attachment 1) for his service to the City of Ukiah as he enters his much deserved retirement.

Recommended Action: Mayor and Councilmembers to issue a proclamation.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Shannon Riley, Deputy City Manager

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION



HONORING DAVID RAPPORT
Upon His Retirement After 43 Years of Service to the City of Ukiah

PLACEHOLDER

Proclamation will be read at the meeting and then posted to the agenda following the meeting.

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/81403975423>**

**September 2, 2026
5:15 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on September 2, 2026, having been legally noticed on August 28, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/81403975423>. Mayor Sher called the meeting to order at 5:19 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Heather Criss, Juan V. Orozco, and Susan Sher. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney (*present on the Dais for the beginning of the meeting*); Darcy Vaughn, City Attorney (*joined the Dais after the Oath of Office*); and Araceli Sandoval, Deputy City Clerk.

MAYOR SHER PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Orozco.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

There were no AB 2449 notifications or considerations.

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Introduction and Oath of Office Ceremony of Newly Appointed City Attorney Darcy Vaughn.

Presenter: Sage Sangiacomo, City Manager.

Public Comment: Hafsa Stewart.

Deputy City Clerk, Araceli Sandoval, administered oath of office to newly appointed City Attorney Darcy Vaughn.

David Rapport stepped off the Dais and City Attorney Darcy Vaughn took a seat on the Dais.

b. Acknowledgments.

Presenter: Mayor Sher.

Mayor Sher recognized:

- *September 15 - October 15, 2026, as Hispanic Heritage Month.*

Public Comment: Jackeline Orozco.

Recess 5:32 P.M. – 5:36 P.M.

c. Presentation on the Ukiah Valley Golf Course 2026/2027 Capital Improvement Plan.

Presenter: Jake Burgess, Community Services Director.

No public comment was received.

A Powerpoint was received.

d. Community Services Summer Wrap Up.

Presenters: Marianne Aranda, Recreation Supervisor and Daniel Spence, Community Services Supervisor.

Public Comment: Janete Rosen.

A Powerpoint was received.

e. Presentation from Greater Ukiah Business and Tourism Alliance Regarding Activities and Events.

Presenters: Shannon Riley, Deputy City Manager and Katrina Kessen, Greater Ukiah Business and Tourism Alliance Director.

No public comment was received.

A Powerpoint was received.

5. PETITIONS AND COMMUNICATIONS

Deputy City Clerk, Araceli Sandoval, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the August 19, 2026, Regular Meeting.

Motion/Second: Crane/Criss to approve Minutes of August 19, 2026, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

Mayor Sher read the right to appeal.

8. CONSENT CALENDAR

a. Approval of Construction Change Orders Totaling \$380,732.29 for the Remodel of 501 South State Street, Specification No. 25-04, and a Corresponding Budget Amendment of \$31,947.29 – *Community Development.*

b. ~~Approval of Purchase of Two 2027 Ford Police Interceptor Utility Vehicles from Visalia Ford in the Amount of \$126,488.69 — Police — Pulled by Mayor Sher and placed as Agenda Item 14d, to be heard before Agenda Item 14c.~~

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

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Janete Rosen (check spelling) – Flock cameras; Thalia Olson – Flock cameras; Clementine (*no surname given*) – Flock cameras; Diann Lells – School Street; and Sabrina Williamson – Flock cameras.

10. COUNCIL REPORTS

Presenters: Councilmembers Rodin and Criss, and Mayor Sher.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; and

- **Mendocino Council of Governments Housing Allocations Appeal Update** – Sage Sangiacomo, City Manager and Craig Schlatter, Community Development Director.
- **Code Enforcement Division Activity Report** – Craig Schlatter, Community Development Director.

12. PUBLIC HEARINGS (5:30 PM)

No public hearings were placed on the agenda.

13. UNFINISHED BUSINESS

a. Receive Report and Provide Direction Related to the Scope and Meeting Schedule of the Design Review Board with a Possible Introduction of an Ordinance by Title Only Amending Section 1166 of the Ukiah City Code.

Presenters: Kristine Lawler, City Clerk and Craig Schlatter, Community Development Director.

No public comment was received.

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

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 1, CHAPTER 3, ARTICLE 4B, SECTION 1166 OF THE UKIAH CITY CODE, PERTAINING TO MEETINGS; RULES; RECORD FOR THE DESIGN REVIEW BOARD

Motion/Second: Rodin/Crane to introduce an ordinance amending Section 1166 of the Ukiah City Code, adjusting the regular meeting schedule of the Design Review Board. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

14. NEW BUSINESS

a. Consideration of Adoption of a Resolution Adopting the 2026 Multi-Jurisdictional Hazard Mitigation Plan for Mendocino County.

Presenter: Traci Boyl, Senior Management Analyst.

No public comment was received.

Motion/Second: Rodin/Crane to adopt a resolution (2026-62) adopting the 2026 Mendocino County Multi-Jurisdictional Hazard Mitigation Plan, including the City of Ukiah jurisdictional annex. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. 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).

Presenter: Mayor Sher and Councilmember Crane

No public comment was received.

Motion/Second: Crane/Criss to disband the Advance Planning and Policy for Annexation Applications Ad Hoc. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

Council consensus to hear agenda item 14d out of order.

d. Approval of Purchase of Two 2027 Ford Police Interceptor Utility Vehicles from Visalia Ford in the Amount of \$126,488.69 – From Consent Calendar Item 8b.

Presenters: Mayor Sher, Tom Corning, Police Chief, and Myles Fisette, Purchasing Manager.

No public comment was received.

Motion/Second: Criss/Crane to approve purchase (P.O. 49061) of two 2027 Ford Police Interceptor Utility Vehicles from Visalia Ford in the amount of \$126,488.69. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:06 P.M.

THE CITY COUNCIL RECONVENED OPEN SESSION AT 8:44 P.M.

c. Adoption of Resolution Adopting the City of Ukiah Electric Utility's Facilities Physical Security Plan as Required by the California Public Utilities Commission (CPUC) Decision 19-01-018.

Presenter: Cindy Sauers, Electric Utility Director.

No public comment was received.

Motion/Second: Crane/Rodin to adopt a resolution (2026-63) adopting the City of Ukiah Electric Utility's Facilities Physical Security Plan and authorize the Electric Utility Director to transmit a notice to the California Public Utility Commission regarding the update within 30 days of Council approval. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

Initiation of litigation (1 case)

b. Conference with Legal Counsel – Anticipated Litigation

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

Significant exposure to litigation (1 case)

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Legal Counsel - Existing Litigation

(Government Code § 54956.9(1)(d))

City of Camden et al. v. 3 M Corporation (USDC South Carolina, Charleston Division) 2.23-cv-03147, 03230

f. Conference with Legal Counsel – Existing Litigation

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

Name of case: Kylle St. Pierre v. City of Ukiah, et al.; Case No. CV 26-07749

g. Threat to Public Services or Facilities

Consultation with: Cindy Sauers, Electric Utility Director

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 8:46 p.m.

Araceli Sandoval
Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Review and File Update to the Landfill Closure Financial Plan.

DEPARTMENT: Finance

PREPARED BY: Oliver MacDonald, Senior Accountant

PRESENTER: Consent Calendar

ATTACHMENTS:

1. 2016-03 CC Reso - Establishing Funding Closure
2. Ukiah LF - Closure Cost Estimate 2026
3. 2026 Landfill Inflation Factor Report

Summary: The City Council will receive an update on the Financial Plan of 2016 to finance closure, post-closure maintenance, and a corrective action plan for the Ukiah Landfill.

Background: The City Council, at its regularly scheduled meeting of January 6, 2016, considered a strategy to provide funding for the ultimate closure, post-closure maintenance, and Corrective Action Plan (CAP) reserve of the Ukiah Landfill. The strategy was memorialized in City Council Resolution No. 2016-03 (Attachment 1). The Resolution directs the Finance Director to present to Council for consideration annually the condition of the financial plan, along with any recommended adjustments.

Discussion: In June 2026, a new estimate was developed for the cost of closure of the Ukiah Landfill. The new cost estimate is included in Attachment 2. The updated closure cost estimate is \$21,136,385. In addition, estimated post-closure maintenance and corrective action costs have been adjusted using the annual inflationary index provided by CalRecycle. For 2026, the estimated post-closure maintenance cost is \$9,000,385, and the estimated corrective action cost is \$1,216,940.

The Finance Department, in coordination with Public Works and the City Manager's Office, will have a financing strategy prepared to meet this obligation in full, using a combination of reserves, cash inflows from surcharges collected at the transfer station, and potential new debt financing. The City is also exploring grant opportunities. The plan is anticipated to be ready for consideration by the Council when the closure project has cleared all remaining regulatory and legal delays and is ready for RFP development.

Detail of the calculations and the breakdown by the various categories of closure are included in Attachment 3.

Staff requests Council receive and file an update to the Landfill Closure Financial Plan.

Recommended Action: Receive and file an update to the Landfill Closure Financial Plan.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

CURRENT BUDGET AMOUNT: N/A

CURRENT BUDGET AMOUNT: N/A

REVENUE: No **GRANT:** No

CURRENT BUDGET AMOUNT: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Dan Buffalo, Finance Director

STRATEGIC PLAN (SP): N/A

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

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FINANCIAL MECHANISM FOR FUNDING CLOSURE, POST-CLOSURE MAINTENANCE, AND CORRECTIVE ACTION PLAN FOR CITY OF UKIAH SOLID WASTE DISPOSAL SITE

WHEREAS:

1. The City of Ukiah solid waste disposal site ("Landfill") located at 3100 Vichy Springs Road, Mendocino County Assessor Parcel No. 178-130-01), consisting of a landfill footprint of approximately 40 acres, ceased operations and accepting solid waste in September 2001; and
2. Since September 2001, the City has maintained the Landfill, including monitoring wells surrounding the perimeter of the property and a leachate collection system that captures and disposes of leachate through the City's sewer system; and
3. Under applicable provisions of the California Public Resources Code and in Title 27 of the California Code of Regulations ("CCR"), the City is required to adopt a plan for the closure, post-closure maintenance, and corrective actions required for the Landfill; and
4. Pursuant to 27 CCR 21180(a), the City must provide post-closure maintenance and a corrective action plan reserve ("CAP") for a thirty-year period after closure; and
5. The cash collected by the City to provide for Closure, Post-Closure Maintenance, and the CAP reserve are reflected in the City's financial statements as a net position of the disposal site proprietary fund; and
6. The City is scheduled to complete the closure of the landfill ("Closure") in accordance with its approved closure plan in 2016; and
7. Recently, new and more costly regulatory requirements relating to Closure have been imposed by the California state agencies with jurisdiction over the Closure. These additional requirements, including installation of a methane gas collection system, would have been imposed, even if the Closure had occurred prior to the imposition of these new requirements; and
8. The most recent engineer's estimates for Closure, including the gas collection system and other additional requirements, indicate that the net proprietary fund for the Landfill is not sufficient to cover all of the costs of Closure, Post-Closure Maintenance, and to establish a CAP reserve; and
9. The City must provide the funding for Closure, Post-Closure Maintenance, and the CAP reserve; and
10. On January 1, 2017, pursuant to the Amended and Restated Transfer Station Agreement ("Transfer Station Agreement") between the City of Ukiah and Solid Waste Systems, Inc. ("SWS"), dated December 12, 2011, the City is entitled to acquire legal title to the Transfer Station (Transfer Station) located at 3151 Taylor Drive, Ukiah, California, and the City and SWS are obligated to enter a lease under which SWS will continue to operate the transfer station and pay rent ("Transfer Station Rent") to the City for the use of the Transfer Station; and

10. Dedicating Transfer Station Rent to fund Closure, Post-Closure Maintenance, and the Cap Reserve as further provided herein will provide a source of revenue to fund those obligations which exceed the disposal site proprietary fund; and

11. Commencing on January 1, 2012, the City adopted a City Surcharge on the Gate Fee at the Transfer Station ("Surcharge") to provide a source of revenue in the Landfill/Solid Waste Enterprise Fund for Closure and Post-Closure Maintenance, and the CAP reserve. The Surcharge is currently \$2.00 per ton of Solid Waste received at the Transfer Station. The Surcharge is collected by SWS and remitted to the City, where it is recorded as revenue in the Landfill/Solid Waste Enterprise Fund as Closure and Post-Closure Reserve; and

12. Committing the Surcharge at its current level or any future level approved by the City Council will stabilize the Landfill/Solid Waste Enterprise Fund, provide a dedicated source of revenue to comply with the City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve; and

13. The combination of the disposal site proprietary fund, Transfer Station Rent, and the Surcharge will provide adequate funding for City's Closure and Post-Closure Maintenance costs, and the establishment and replenishment of the Cap Reserve, provided however, that an increase in the Surcharge may be necessary once the final Closure costs and the method of financing the City's obligations is determined;

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

1. Transfer Station Rent is hereby committed to any unfunded Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

2. There is hereby established a Transfer Station Rents Special Revenue Fund (Special Revenue Fund) for all Transfer Station Rent revenue which fund is established and dedicated to pay for any Closure costs, Post-Closure Maintenance costs, and the establishment and replenishment of the CAP reserve.

3. Revenue recorded in the Special Reserve Fund shall be given first preference over other revenue sources, other than grants, in funding Closure and Post-Closure Maintenance expenses and CAP reserve requirements that are not funded by the disposal site proprietary fund.

4. Any Closure and Post-Closure Maintenance expenses and CAP reserve requirements not funded by grants, the disposal site proprietary fund, and the Special Revenue Fund shall be funded by the Surcharge.

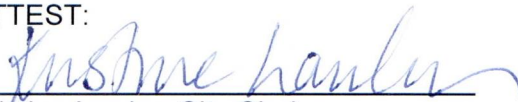
5. The City Finance Director is hereby directed to prepare for City Council the approval a Financial Plan (Plan) to extinguish in fifteen years the estimated unfunded Closure and thirty-year Post-Closure Maintenance costs, and the CAP reserve requirements, and present the Surcharge to be applied to the Transfer Station Gate Fee commencing on January 1, 2017. The revised Surcharge shall be submitted to the City Council for approval no later than October 2016. Thereafter, in September of each year, the City Finance Director shall prepare an update of the Plan to fund Closure, Post-Closure Maintenance, and CAP requirements. Any recommended increase or decrease in the Surcharge resulting from the annual update of the Plan shall be presented to the City Council for approval in October, and if approved, will be applied to the Transfer Station Gate Fee immediately following January 1st.

PASSED AND ADOPTED this 6th day of January 2016, by the following roll call vote:

AYES: Councilmember Crane, Mulheren, Doble, Brown, and Scalmanini.
NOES: None
ABSTAIN: None
ABSENT: None



Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk

FINAL CLOSURE CONSTRUCTION COST ESTIMATE

CITY OF UKIAH LANDFILL FINAL CLOSURE CONSTRUCTION COST ESTIMATE

The objective is to determine the estimated total cost of closure activities at the City of Ukiah Landfill. Costs are based on the plans prepared by EBA Engineering titled: Construction Drawings for City of Ukiah Landfill Final Closure Construction. Individual cost items were determined as bid items for the construction contract and include:

- Miscellaneous items for mobilization, removal, adjustments, and demolition;
- Final cover items;
- Drainage system items;
- Access road items;
- Landfill gas extraction system items;
- Landfill leachate collection system modification items;
- Revegetation; and
- Signage

In addition, costs are provided for design support engineering services during construction and construction quality assurance (CQA) during construction that includes inspections, testing, and reporting. It should be noted that, consistent with previous submittals, the updated closure cost estimate does not include the acquisition of a flare for the landfill gas extraction system as it has been purchased separately by the City of Ukiah (City).

References used to estimate construction costs included the following:

- Current construction costs for actual or similar items of similar size and/or physical configuration as determined by a third-party professional estimator (i.e., Independent Cost Estimate). Supporting documentation for this approach is enclosed herein as Attachment 1.
- Contractor bids and contracts for previous landfill closure projects that have recently been completed, adjusted for inflation. These previously completed landfill closure projects were all subject to the prevailing wage requirements.
- Manufacturers and suppliers/installers information for specialized items such as the Engineered Turf product for material and installation costs.
- General Prevailing Wage Determination Made by the Department of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773, and 1773.1, current edition.
- Labor Surcharge and Equipment Rental Rates, State of California Business, Transportation, and Housing Agency, Department of Transportation Division of Construction, Effective April 1, 2026 through March 31, 2027.
- Discussions with local contractors and suppliers for actual material and installation costs.

The following tables present a summary of the final closure costs, a breakdown of individual cost items (bid items) including reference footnotes for each cost item, a breakdown of the

FINAL CLOSURE CONSTRUCTION COST ESTIMATE

inspection, testing, reporting, and design support engineering costs during construction (CQA), and the applicable Prevailing Wage and Labor Surcharge and Equipment Rental Rate tables. For those cost items where previous contractor costs were not available or not applicable, unit costs were determined by estimating the production rate, labor, and equipment that would be needed and applying the prevailing wage rates and the labor surcharge and equipment rental rates referenced above. The worksheets for these items are included.

**FINAL CLOSURE COST ESTIMATE WORKSHEET
CITY OF UKIAH LANDFILL**

PROJECT DESCRIPTION

The information presented herein provides an itemized breakdown of costs to implement the final closure construction activities summarized in the Construction Drawings for the Final Closure of the City of Ukiah Landfill

PREPARED BY: EBA Engineering (June 2026)

GENERAL SITE INFORMATION

Name of Solid Waste Landfill: City of Ukiah Landfill

Solid Waste Facilities Permit No.: 23-AA-0019

Facility Operator: City of Ukiah, Department of Public Works

Site Owner: City of Ukiah, Department of Public Works

Site Location (CA coordinates, township & range or longitude/latitude, preferred) SE 1/4, Section 10
Township 15 North, Range 12 West

Assessors Parcel Number: 178-130-010

Site Address : 3100 Vichy Springs Road
Ukiah, CA

FINAL CLOSURE COSTS		
1. Final Closure Costs		
a. Miscellaneous - Mobilization, Removal, Adjustment, Demolition	\$ 927,672	See Cost Estimate Worksheet - Items 1-10, 13, 14, and 91
b. Final Cover	\$ 12,241,421	See Cost Estimate Worksheet - Items 15-20 and 47-55
c. Drainage Facilities	\$ 971,486	See Cost Estimate Worksheet - Items 29-45
d. Access Roads	\$ 576,026	See Cost Estimate Worksheet - Items 21-28
e. Landfill Gas Extraction System	\$ 1,763,599	See Cost Estimate Worksheet - Items 58-85
f. Landfill Leachate Collection System Modifications	\$ 193,885	See Cost Estimate Worksheet - Items 86-90
g. Revegetation	\$ 212,671	See Cost Estimate Worksheet - Item 56
h. Signage	\$ 4,550	See Cost Estimate Worksheet - Items 11 and 12
Contractor Bid Subtotal	\$ 16,891,310	
2. Design Support Engineering	\$ 19,332	
3. Construction Quality Assurance for Closure Construction	\$ 703,013	
4. Landfill Structure Removal	\$ -	Included in Above
5. Groundwater Monitoring Installations	\$ -	None
6. Security	\$ -	Included in Above
Final Closure Subtotal	\$ 17,613,655	
Final Closure Subtotal 20% Contingency	\$ 3,522,731	
TOTAL FINAL CLOSURE	\$ 21,136,385	

**ENGINEER'S COST ESTIMATE
FINAL CLOSURE CONSTRUCTION
CITY OF UKIAH LANDFILL
JUNE 2026**

ITEM No.	ITEM	UNIT	UNIT PRICE	SOURCE (Footnote)	QTY	TOTAL PRICE
1	Mobilization	LS	\$ 750,000.00	1	1	\$ 750,000
2	Adjust Existing Leachate Wells to Grade	EA	\$ 3,210.00	2	2	\$ 6,420
3	Remove Existing CMP/HDPE Downdrains & Drain Inlets/Outlets	LS	\$ 70,000.00	1	1	\$ 70,000
4	Remove Existing Leachate Piping	LS	\$ 3,410.00	2	1	\$ 3,410
5	Adjust Existing Leachate Manholes To Grade	EA	\$ 1,520.00	2	5	\$ 7,600
6	Remove/Replace Existing Gas Vault Boxes	EA	\$ 1,750.00	2	7	\$ 12,250
7	Adjust Existing Gas Vault Boxes to Grade	EA	\$ 1,050.00	2	10	\$ 10,500
8	Adjust Existing Air Release Valves and Covers to Grade	EA	\$ 490.00	2	3	\$ 1,470
9	Remove/Replace Entrance Gate and Fence	LS	\$ 4,980.00	2	1	\$ 4,980
10	Scale House Demolition	LS	\$ 2,730.00	2	1	\$ 2,730
11	Perimeter Signage	EA	\$ 180.00	2	16	\$ 2,880
12	Entrance Sign	EA	\$ 1,670.00	2	1	\$ 1,670
13	Off-Site Disposal of Debris	LS	\$ 165.00	3	75	\$ 12,375
14	Groundwater Monitoring Well Bollards	SET	\$ 2,090.00	2	2	\$ 4,180
15	Clearing and Grubbing	AC	\$ 4,965.64	1	56.1	\$ 278,760
16	Refuse Excavation and Relocation	CY	\$ 17.81	1	6,672	\$ 118,823
17	Refuse Disposal	TON	\$ 50.66	1	75	\$ 3,800
18	Subgrade Preparation	SF	\$ 0.21	1	1,878,239	\$ 387,303
19	Fill (Refuse Excavation Interim Cover Soils)	CY	\$ 17.72	1	5,586	\$ 98,986
20	Fill (Foundation Layer and Engineered Fill)	CY	\$ 13.76	1	137,253	\$ 1,888,580
21	Type I Access Roads	SF	\$ 3.59	1	59,090	\$ 211,845
22	Type II Access Roads	SF	\$ 3.59	1	3,250	\$ 11,652
23	Type III Access Roads	SF	\$ 4.51	1	6,357	\$ 28,643
24	Type IV Access Roads	SF	\$ 4.51	1	7,920	\$ 35,685
25	Type V Access Roads	SF	\$ 3.59	1	56,025	\$ 200,856
26	Type VI Access Roads	SF	\$ 4.51	1	4,355	\$ 19,622
27	Type VII Access Roads	SF	\$ 4.51	1	6,597	\$ 29,724
28	Gabion Retention Structure	CY	\$ 949.96	1	40	\$ 37,998
29	Concrete Drain Inlets (3' x 3')	EA	\$ 3,682.00	1	5	\$ 18,410
30	Concrete Drain Inlets (4' x 4')	EA	\$ 5,815.52	1	2	\$ 11,631
31	30" CMP Drain Inlets	EA	\$ 8,444.11	1	6	\$ 50,665
32	18" CMP Drain Pipe (Above Ground)	LF	\$ 99.52	1	631	\$ 62,796
33	18" CMP Drain Pipe (Buried)	LF	\$ 107.78	1	566	\$ 61,005
34	18" HDPE Drain Pipe (Buried)	LF	\$ 121.67	1	258	\$ 31,390
35	Sedimentation Basin Outlets	EA	\$ 29,554.39	1	3	\$ 88,663
36	Side Slope Drainage Channel Grading	LF	\$ 17.73	1	2,799	\$ 49,634
37	Type I Swales	LF	\$ 13.93	1	753	\$ 10,491
38	Type II Swales	LF	\$ 22.80	1	887	\$ 20,223
39	Type III Swales	LF	\$ 39.27	1	5,937	\$ 233,117
40	Type IV Swales	LF	\$ 16.38	1	1,478	\$ 24,205
41	Type V Swales	LF	\$ 45.43	1	4,435	\$ 201,466
42	Type VI Swales	LF	\$ 49.86	1	155	\$ 7,728
43	Loose Rock Riprap Outlets	EA	\$ 3,377.64	1	3	\$ 10,133
44	Grouted Rock Riprap Outfalls	EA	\$ 6,333.08	1	4	\$ 25,332
45	ClosureTurf Discharge Outlets to Creek	EA	\$ 10,766.24	1	6	\$ 64,597
46	Erosion Control (Straw and Jute Netting)	SF	\$ 0.32	1	295,043	\$ 93,987
47	Geomembrane Surficial Collection Strips	LF	\$ 12.10	1	12,092	\$ 146,267
48	ClosureTurf EasyFlo Gas Collectors	EA	\$ 1,500.00	4	64	\$ 96,000
49	Engineered Turf with Geomembrane	SF	\$ 4.41	1	1,878,239	\$ 8,290,484
50	Sand Ballast Infill	SF	\$ 0.11	1	1,798,742	\$ 205,048
51	HydroBinder Infill	SF	\$ 2.85	1	54,268	\$ 154,658
52	Rock Ballast for Bench Flowline Segments	SF	\$ 3.01	1	78,564	\$ 236,337
53	Engineered Turf/Geomembrane Anchor Trench	LF	\$ 30.40	1	8,363	\$ 254,225
54	Water Release Vents	EA	\$ 650.00	4	71	\$ 46,150
55	Additional ClosureTurf Pressure Relief Valves	EA	\$ 2,250.00	4	16	\$ 36,000
56	Seeding and Fertilizing	AC	\$ 6,878.34	1	9.0	\$ 61,687
57	Temporary Erosion and Sediment Controls	LS	\$ 56,997.75	1	1	\$ 56,998
58	Flare Station Concrete Slabs	CY	\$ 1,329.95	1	19	\$ 25,269
59	LFG Extraction Wells	VLF	\$ 196.33	1	1,055	\$ 207,123
60	Prefabricated Wellhead Assemblies	EA	\$ 820.00	4	20	\$ 16,400

**ENGINEER'S COST ESTIMATE
FINAL CLOSURE CONSTRUCTION
CITY OF UKIAH LANDFILL
JUNE 2026**

ITEM No.	ITEM	UNIT	UNIT PRICE	SOURCE (Footnote)	QTY	TOTAL PRICE
61	Additional Borehole Setup	EA	\$ 886.63	1	3	\$ 2,660
62	Borehole Abandonment	VLF	\$ 50.66	1	100	\$ 5,066
63	8" PVC Pipe and Fittings	LF	\$ 45.74	1	8,894	\$ 406,799
64	6" PVC Pipe and Fittings	LF	\$ 39.41	1	280	\$ 11,035
65	4" PVC Pipe and Fittings	LF	\$ 34.77	1	2,809	\$ 97,661
66	8" Isolation Valves	EA	\$ 3,229.87	1	13	\$ 41,988
67	8" Flexible Couplings	EA	\$ 310.00	2	59	\$ 18,290
68	6" Flexible Couplings	EA	\$ 260.00	2	1	\$ 260
69	4" Flexible Couplings	EA	\$ 200.00	2	20	\$ 4,000
70	Vacuum/Sample Test Ports	EA	\$ 50.00	2	13	\$ 650
71	Wood Pipe Supports	EA	\$ 50.00	2	59	\$ 2,950
72	Concrete Pipe Anchors	EA	\$ 120.00	2	180	\$ 21,600
73	Strap Type Pipe Anchors	EA	\$ 63.00	4	95	\$ 5,985
74	Metal Frame Pipe Supports - Within Waste Boundary	EA	\$ 310.00	2	67	\$ 20,770
75	Metal Frame Pipe Supports - Outside Waste Boundary	EA	\$ 200.00	2	11	\$ 2,200
76	Road Crossing - Type 1	EA	\$ 15,199.40	1	15	\$ 227,991
77	Road Crossing - Type 2	EA	\$ 22,799.10	1	1	\$ 22,799
78	Road Crossing - Type 3	EA	\$ 31,665.41	1	1	\$ 31,665
79	Condensate Drain Piping	LF	\$ 120.33	1	2,117	\$ 254,736
80	Condensate Drop Outs	EA	\$ 12,032.86	1	14	\$ 168,460
81	Condensate Discharge Points	EA	\$ 6,333.08	1	5	\$ 31,665
82	Flare Station Assembly	LS	\$ 28,000.00	1	1	\$ 28,000
83	Flare Station Security Fence	LF	\$ 101.33	1	204	\$ 20,671
84	Flare Station Aggregate Base	SF	\$ 5.07	1	13,403	\$ 67,906
85	Electrical and Cable Feed	LS	\$ 19,000.00	1	1	\$ 19,000
86	12" Leachate Collection Piping	LF	\$ 278.66	1	149	\$ 41,520
87	6" Leachate Collection Piping	LF	\$ 158.33	1	44	\$ 6,966
88	Concrete Junction Boxes	EA	\$ 10,132.93	1	3	\$ 30,399
89	Leachate Sediment Chamber/Wet Well Lining	LS	\$ 5,000.00	4	1	\$ 5,000
90	Leachate Underground Storage Tank (UST)	LS	\$ 110,000.00	1	1	\$ 110,000
91	Excavation	CY	\$ 13.93	1	2,997	\$ 41,757
TOTAL						\$16,891,310

LS	Lump Sum	EA	Each
CY	Cubic Yard	PVC	Polyvinyl Chloride
AC	Acre	HPDE	High-Density Polyethylene
SF	Square Feet	LFG	Landfill Gas
LF	Linear Feet	UST	Underground Storage Tank
VLF	Vertical Linear Feet		

SOURCE (FOOTNOTES)	
1	Based on current construction costs for actual or similar item of similar size and/or physical configuration as determined by a third-party professional estimator. See Attachment 1 for supporting documentation.
2	Estimate based on prevailing wage rates and equipment rental rates with estimated production rate, labor and equipment. See worksheet for item.
3	Estimate based on actual cost as verified with provider.
4	This is a specialized item and the unit cost is based on the manufacture's/installer's cost estimate that is from actual construction at similar sites.

California Environmental Protection Agency

Gavin Newsom
California GovernorDepartment of
Resources Recycling and RecoveryYana Garcia
Secretary for Environmental Protection
Zoe Heller
CalRecycle Director

ANNUAL INFLATION FACTOR REPORT 2025

FACILITY NAME: Ukiah Solid Waste Disposal Site

FACILITY NUMBER: 23-AA-0019

1.) Identify the highest approved or highest subsequently submitted cost estimate on record and the date of the plan:

\$ 21,136,385	2026
Closure Cost Estimate	Date of Plan
Approved or Highest Subsequently Submitted	
\$ 7,191,930	2019
Postclosure Maintenance Cost Estimate	Date of Plan
Approved or Highest Subsequently Submitted	
\$ 871,052	2019
Corrective Action Cost Estimate	Date of Plan
Approved or Highest Subsequently Submitted	

2.) Multiply each cost estimate by the inflation factor to determine the new adjusted cost estimates as illustrated below:

The ABC Landfill's cost estimate for CLOSURE in 2025 was \$2,000,000. Using the 2025 inflation factor of 1.028, they recalculated their ADJUSTED CLOSURE COST for 2026 to \$2,056,000. Their POSTCLOSURE MAINTENANCE (PCM) COST with a Multiplier of 30 in 2025 was \$1,500,000. Using the 2025 inflation factor of 1.028, their ADJUSTED PCM COST for 2026 is \$1,542,000. Their cost estimate for CORRECTIVE ACTION in 2025 was \$1,000,000. Using the 2025 inflation factor of 1.028, they recalculated their ADJUSTED CORRECTIVE ACTION COST for 2026 to \$1,028,000.

NOTE: If the cost estimates identified above were prepared in 2026 dollars, do not inflate below.

ANNUAL INFLATION FACTOR REPORT 2025

\$ 13,376,284	x 1.028 =	\$ 21,136,385
Closure Costs (2025 Dollars)		Estimate in 2026 Dollars
\$ 8,755,239	x 1.028 =	\$ 9,000,385
Annual PCM Costs x 30 or Approved PCM Multiplier of _____ (2025 Dollars)		Estimate in 2026 Dollars
\$ 1,183,794	x 1.028 =	\$ 1,216,940
Corrective Action Costs (2025 Dollars)		Estimate in 2026 Dollars
Choose Either:		
Water ☒		
or Non-Water ☐		

I certify under penalty of perjury under the laws of the State of California that the information in this document is true and correct to the best of my knowledge and is being provided in accordance with the regulations.


Operator/Owner Signature

Tim Eriksen
Printed Name of Person Signing

300 Seminary Avenue, Ukiah, CA 95482
Mailing Address

Director of Public Works/City Engineer
Title of Person Signing

707-463-6280
Phone Number

teriksen@cityofukiah.com
Email

8/3/26
Date Signed



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution for the Approval of Amended and Restated Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Joint Powers Agreement and Technical Advisory Committee (TAC) Memorandum of Understanding for the UVBGSA.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson, UVBGSA General Manager

ATTACHMENTS:

1. Proposed Resolution
2. UVBGSA Joint Powers Agreement
3. UVBGSA TAC MOU

Summary: The Ukiah City Council is being asked to approve the updated agreements that establish the Ukiah Valley Basin Groundwater Sustainability Agency's current membership, governance structure, and Technical Advisory Committee framework, including the admission of the Ukiah Valley Water Authority as a member.

Background: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) was established through a Joint Powers Agreement (JPA) effective May 10, 2017, among the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District (RRFC), and Upper Russian River Water Agency (URRWA). The Basin is a medium-priority basin under the Sustainable Groundwater Management Act (SGMA), and the UVBGSA serves as the Groundwater Sustainability Agency for the Ukiah Valley Basin.

The UVBGSA's Groundwater Sustainability Plan (GSP) was approved by the California Department of Water Resources (DWR) on July 27, 2023. The member agencies have continued to operate under the original JPA while gaining experience with governance, administration, groundwater management, and implementation of the GSP.

The Upper Russian River Watershed Authority withdrew from the JPA effective July 7, 2025. The Ukiah Valley Water Authority (UVWA) is eligible and desires to become a member of the UVBGSA. The original JPA requires amendments to be in writing and signed by all Members and requires unanimous consent for admission of a new member. The proposed Amended and Restated JPA therefore updates the governing agreement and replaces the former membership structure with UVWA as a member.

Discussion: The four member agencies are being asked to take coordinated action on three related documents: (1) a resolution approving the Amended and Restated JPA (Attachment 1), (2) the Amended and Restated JPA (Attachment 2); and (3) the Technical Advisory Committee Memorandum of Understanding (MOU) (Attachment 3). The documents are intended to be executed by the required parties so that the updated governance structure can become effective as soon as possible.

1. Resolution (Attachment 1): The attached resolution is intended to provide each member agency's formal approval of the Amended and Restated JPA and authorization for execution of the governing documents. The resolution also authorizes the appropriate official to execute the documents and take ministerial actions

necessary to complete the transaction.

2. Amended and Restated Joint Powers Agreement (Attachment 2): The proposed Amended and Restated JPA supersedes the original 2017 JPA in its entirety upon its effective date. The revised agreement reflects the current membership and provides an updated framework for operation of the UVBGSA.

3. Technical Advisory Committee Memorandum of Understanding (Attachment 3): The TAC MOU establishes the structure and operating framework for the UVBGSA Technical Advisory Committee. The TAC is intended to provide technical information and recommendations to the Board regarding groundwater management policies and programs and the interaction between groundwater and surface water.

The JPA will become effective after it has been approved and executed by all required member agencies. Following approval by each governing body, the executed documents should be returned to UVBGSA for compilation of the fully executed agreements. Each Member will ultimately receive an executed counterpart of the JPA.

Staff requests Council adopt the Resolution approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA), approving the admission of the Ukiah Valley Water Authority (UVWA) as a member of the Agency, and authorizing the City Manager to execute the Amended and Restated Joint Powers Agreement and Technical Advisory Committee (TAC) Memorandum of Understanding and take all ministerial actions necessary to complete execution.

Recommended Action: Adopt Resolution approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA), approving the admission of the Ukiah Valley Water Authority (UVWA) as a member of the Agency, and authorizing the City Manager to execute the Amended and Restated Joint Powers Agreement and Technical Advisory Committee (TAC) Memorandum of Understanding and take all ministerial actions necessary to complete execution.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Ukiah Valley Basin Groundwater Sustainability Agency

STRATEGIC PLAN (SP): SP 1C - Encourage and support an environmentally sustainable and resilient community by embracing new technology, setting policy, and evaluating critical infrastructure.

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

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2026-___**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, City of Ukiah is duly organized and existing under the laws of the State of California (“Agency”); and

WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., authorized two or more public agencies, by agreement, to jointly exercise any power common to the contracting agencies; and

WHEREAS, the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and Upper Russian River Water Agency entered into the Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017 (“Original Agreement”); and

WHEREAS, the Original Agreement established the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”) as a separate public agency to serve as the groundwater sustainability agency for the Ukiah Valley Groundwater Basin and to exercise the powers authorized by the Sustainable Groundwater Management Act; and

WHEREAS, the Agency is a member agency of the UVBGSA and a party to the Original Agreement; and

WHEREAS, the Ukiah Valley Water Authority is eligible to become a Member of the UVBGSA and desires to enter into the Amended and Restated Agreement as a member and party thereto; and

WHEREAS, the Upper Russian River Water Agency submitted written notice of its withdrawal from the UVBGSA, effective July 7, 2025; and

WHEREAS, the UVBGSA and its member agencies desire to amend and restate the Original Agreement to reflect the withdrawal of the Upper Russian River Water Agency, the addition of the Ukiah Valley Water Authority as a member, the UVBGSA’s operational and fiscal experience, current governance procedures, and other updates concerning the administration and operation of the UVBGSA; and

WHEREAS, Article 18.4 of the Original Agreement provides that an amendment must be set forth in writing and signed by all Members before it becomes operative or valid; and

WHEREAS, Article 6.2 of the Original Agreement provides that an additional public agency may become a member agency of the UVBGSA upon the unanimous consent of the existing Members, evidenced by a written amendment signed by all existing member agencies and the additional public agency; and

WHEREAS, on August 13, 2026, the UVBGSA Board of Directors adopted Resolution No. 2026-03 approving the proposed Amended and Restated Joint Powers Agreement (“Amended and Restated Agreement”) and directing UVBGSA staff to transmit it to the Members for consideration and approval by their respective governing bodies; and

WHEREAS, a tracked changes version of the Amended and Restated Agreement is attached as **Exhibit A**, and a clean version of the Amended and Restated Agreement is attached to this Resolution as **Exhibit B**, each of which are incorporated herein by this reference; and

WHEREAS, the Agency has reviewed the Amended and Restated Agreement and desires to approve and authorize its execution on behalf of the Agency.

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

1. All recitals are true and correct.
2. The City Council of the City of Ukiah hereby approves the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, substantially in the form attached hereto as **Exhibit B**.
3. The City Council of the City of Ukiah further approves the Ukiah Valley Water Authority's admission to and participation in the UVBGS as a member agency and consents to the Ukiah Valley Water Authority becoming a party to the Amended and Restated Agreement.
4. The City Manager is hereby authorized and directed to execute the Amended and Restated Agreement on behalf of the Agency.

The City Manager is further authorized to approve and execute any nonmaterial revisions to the Amended and Restated Agreement that: (i) are approved as to form by Agency counsel; (ii) are necessary to conform the execution copies approved by the other member agencies; and (iii) do not materially alter the rights or obligations of the Agency.

5. The City Manager, agency counsel, and other appropriate officers and employees of the Agency are authorized and directed to execute any additional documents and take any ministerial actions reasonably necessary to carry out the purposes of this Resolution and implement the Amended and Restated Agreement.
6. The City Council of the City of Ukiah finds that its approval and authorization of the Amended and Restated Agreement is not a "project" subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15378(b)(5), because the action constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.
7. The approval granted by this Resolution shall be effective immediately. The Amended and Restated Agreement shall become effective in accordance with its terms after it has been approved and executed by all required member agencies.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on September 16, 2026, by the following vote on roll call:

AYES:
NOES:
ABSTAIN:
ABSENT:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk

Amended and Restated
Joint Powers Agreement ~~Forming of~~ the Ukiah Valley Basin
-Groundwater Sustainability Agency

Commented [JW1]: Note: This document is for the purpose of tracking changes, and a clean/polished version will be prepared upon further review by the member agencies. Please ensure any edits made to this document are reflected with tracked changes.

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This Amended and Restated Joint Powers Agreement ("Agreement") is made and entered into by and among the ~~Russian River Flood Control and Water Conservation Improvement District ("RRFC"), a California special district, and the Upper Russian River Water Agency, that is replaced by the Ukiah Valley Water Authority ("UVWA"), a joint powers authority, per this Amended and Restated Agreement, both of which are California special districts,~~ the City of Ukiah, a municipal corporation, and the County of Mendocino, a political subdivision of the State of California; ~~and the Russian River Flood Control and Water Conservation Improvement District ("RRFC"),~~ which are ~~together~~ referred to herein individually as a "Member" and collectively as "Members," under which the Members agree for the purposes of forming a joint powers agency, to be known as the Ukiah Valley Basin Groundwater Sustainability Agency, to serve as jointly exercise the powers of the Ukiah Valley Basin the Groundwater Sustainability Agency in the Ukiah Valley basin. This Amended and Restated Agreement takes effect when the last Member executes it on the following signature page shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency's Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency's Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

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A.D. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with ~~§ Section 4999~~), Part 5.1 (commencing with ~~§Section 51005-100~~) and ~~Part~~ 5.2 (commencing with ~~§ Section 5200~~) of the California Water Code Section *et seq.*; "SGMA"), duly organized and existing under, and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley groundwater basin.

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B.E. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

C.F. Section ~~10720.7+10720.7~~ of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources ("DWR") in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

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G. The Ukiah Valley basin (designated basin number 1-52 ~~in~~ Bulletin 118; ~~the~~

"Basin") is designated as a medium-priority basin.

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D.H. The Agency's groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

E.I. The Members have determined that the sustainable management of the Basin pursuant to SGMA ~~may is~~ best be achieved through the cooperation of the Members continuing to operating through ~~as~~ a joint powers agency.

F.J. The Joint Exercise of Powers Act (Chapter 5 (commencing with § 6500) of Division 7, of Title I of the California Government Code; the "Act"), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an Agreement and to exercise additional powers granted under the Act.

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G.K. Based on the foregoing legal authority, the Members desire to ~~create-execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date a joint powers agency~~ for the purpose of ~~jointly exercising~~ taking all powers and taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

~~H.L.~~ The governing board of each Member has determined it to be in the Member's and in the public's best interest that this Agreement be executed.

Terms of Agreement

Article 1. Definitions

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title I of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. "Agency" means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. "Agreement" means this Amended and Restated Joint Powers Agreement.

1.4. "Basin" means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. ~~"Board of Directors" or "Board"~~ means the Agency's Board of Directors that shall serve as the governing body of the Agency ~~as established by~~ pursuant to Article 7 of this Agreement of this Agreement.

~~1.6. "Board Member" or "Director" shall mean a member of the Agency's Board of Directors.~~

~~1.7.1.6.~~ "Committee" shall mean any committee established pursuant to Article ~~11~~ Twelve ~~(12)~~ of this Agreement.

1.7. ~~"Director(s)" means the individual(s) appointed to be on the Agency's Board pursuant to Article 7.3 of this Agreement.~~

1.8. "Effective Date" means the date on which the last Member executes this Agreement.

~~1.9.~~ "Fiscal Year" means July 1 through June 30.

~~1.9.1.10. "General Manager" shall be used interchangeably with "GSA General Manager" and "Executive Director" to refer to the same position.~~ means the individual appointed to pursuant to Article 13.1 of this Agreement.

~~1.10.1.11.~~ "GSA" shall mean a groundwater sustainability agency.

~~1.11.1.12.~~ "GSP" shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023 ~~a groundwater sustainability plan.~~

~~1.12.1.13.~~ "Member(s)" means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement ~~has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 6.1 of~~

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Commented [JW2]: Better to use a single defined term.

Commented [MS3]: I read this as relating to article 11?

Commented [JW3R2]: Article 11 is correct. Some of the internal references may be off because of the edits we are making. When we finalize these changes for further review and approval of the member agencies, part of our process includes verifying all cross-references.

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Commented [JW4]: We previously used "director" and "board member." Let's stick to director because that easily distinguishes the individuals from the "Members," which are the agencies.

Commented [MS5]: I think this was supposed to be 7.3?

Commented [JW5R2]: 7.3 is correct.

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this Agreement, including any new members, as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.13. "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

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~~1.14. "Member's Governing Body" means the board of directors or other voting body that controls the individual public agencies that are Members.~~

Commented [JW6]: Not used.

~~1.15. "RRFC" has the meaning assigned to it in the Preamble of this Agreement.~~

~~1.16. "SGMA" has the meaning assigned to it in Recital A.~~

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~~1.17.1.14. "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.~~

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~~1.18.1.15. "Stakeholder Director" means a stakeholder within the Basin a Director appointed pursuant to Article 6 of this Agreement that represents stakeholder interests.~~

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~~1.19. "State" means the State of California.~~

Commented [JW7]: Not used.

Article 2. ~~Creation of a Separate Entity~~ Adoption of this Agreement and Agency Boundaries

2.1. Upon the ~~effective date of this Agreement~~ Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. ~~("Agency") is hereby created. Pursuant to the provisions of the Act, the~~ The Agency shall be a public agency separate from its members. The principal office shall be provided for in the ~~agency's~~ Bylaws, including as amended.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

Article 3. Term

3.1. This Agreement shall become effective upon ~~execution by each of the Parties~~ the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 ~~of this Agreement or otherwise superseded by a new agreement.~~

Article 4. Purpose of the Agency and this Agreement

4.1. The purpose of this Agreement is to ~~amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin~~ create a joint powers agency separate from its Members that will elect to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, ~~adopt,~~ and implement ~~a GSP for the Basin~~ the GSP in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the ~~Ukiah Valley Basin Groundwater Sustainability Plan~~ GSP.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA ~~upon electing in accordance with SGMA to become the GSA for the Ukiah Valley Basin.~~

5.2.2. To develop, ~~adopt~~ and implement ~~a the~~ GSP ~~for the Basin~~ pursuant to SGMA.

5.2.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and ~~adoption-development~~ and implementation of ~~thea~~ GSP ~~for the Basin~~.

5.2.4. To obtain rights, permits and other authorizations for, or pertaining to, implementation of ~~thea~~ GSP ~~for the Basin~~; and to exercise the common powers of the Members, as directed by the Board, in developing and implementing ~~the GSP.~~ ~~a GSP for the Basin.~~

5.2.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to ~~SGMA~~, including, without limitation, environmental review, engineering and design.

5.2.6. To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7. To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9. To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

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5.2.11. To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA, ~~(commencing at Section 10730 of the Water Code).~~

5.2.12. To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13. Invest money that is not needed for immediate necessities, as the ~~Board of Directors~~Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14. Reimburse ~~Board Members~~Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending ~~the Agency's~~ meetings or any committee of the Agency in performing the duties of their office, subject to ~~Board of Directors~~Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

5.2.15. To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17. To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency ~~and adoption and implementation of a Groundwater Sustainability Plan for the Basin the GSPn,~~ to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18. Employ or retain a full time or ~~part~~part time supporting staff.

5.2.19. To perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Membership

~~6.1. Initial Members. The initial Members of the Agency shall be the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency.~~

Commented [MS8]: Replace with UVWA

Commented [JW8R2]: This section is no longer needed. See the new Article 6.1 below.

6.1. ~~Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement and make up the Stakeholder Directors for the Board.~~

6.2. ~~New Members.~~ Additional ~~Parties-public agencies~~ may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SOMA,

6.2. (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.

Article 7. Agency Board of Directors

7.1. ~~Formation of the Board of Directors.~~ The Agency shall be governed by a Board of Directors (~~"Board of Directors" or "Board"~~). The Board shall be composed of six (6) Directors consisting of the following representatives, ~~who shall be appointed in the manner set forth in Section 7:~~

7.1.1. One (1) representative appointed by the governing board of each Member, who shall be a member of the governing board of the Member (each, a "Member Director").

7.1.2. Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications: ☐

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the ~~Board-MembersBoard~~: (1) be a resident of ~~Mendocino-the~~ County of Mendocino; and (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions, ~~and (3) extract groundwater from the Basin for the irrigation/frost protection of at least fifteen (15) acres of agricultural crops in commercial operation.~~ The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the ~~seven~~ ^{7ix} Tribes exercising jurisdiction over Indian lands within the ~~Ukiah Valley~~ Basin identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, ~~Yokayo Tribe~~, and the Hopland Reservation.

7.1.3. ~~Relationship of Members. The Upper Russian River Water AgencyUkiah Valley Water Authority is a JOintjoints powers authority consisting of several water districts within the Ukiah Valley and the RRFC. For purposes of the Agency, the RRFC desires to be a separate member of the Agency with a separate vote, and as such, will not take part in any action or discussion, and shall not vote on any item of the Upper Russian River Water AgencyUkiah Valley Water Authority related to the Agency. The abstention of the RRFC from such agenda items of the Ukiah Valley Water Authority Upper Russian River Water Agency shall be separately reflected in documents of the Ukiah Valley Water AuthorityUpper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the Ukiah Valley Water~~

Commented [MS9]: I was just trying to tie this to section 7.6 & 7.7?

Commented [JW9R2]: In the context of a Joint Powers Agreement, "members" usually refers to the member agencies that have executed the agreement and whose existing powers are being exercised to govern the joint powers agency. The "directors" and the "members" do not have to align.

Including a reference to the stakeholder directors may cause some confusion in this regard, so we suggest omitting language here regarding the stakeholders.

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Commented [MS10]: checking with Jared Walker on this section

Commented [JW10R2]: Removing per J. Wlaker on 7/21

Commented [JW11]: This was only in here previously because of the relation of RRFC to URRWA. Does a similar relationship exist between RRFC and UVWA?

~~Authority~~Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

Members of the ~~Ukiah Valley Water Authority~~ Upper Russian River Agency are also contemplating the consolidation of all members of the joint powers authority into a single water district. Should such consolidation occur, this JPA shall be amended to reflect the consolidation of members.

7.2. ~~Duties of the Board of Directors~~Board. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5 of ~~this Agreement~~, are reserved to and shall be exercised by and through the ~~Board of Directors~~Board, except as may be expressly delegated to the ~~Executive Director~~General Manager or others pursuant to this Agreement, ~~the Agency's~~ Bylaws, including as amended, or by specific action of the ~~Board of Directors~~Board.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Secretary-Chair or General Manager of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) One (1) ~~s~~Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the ~~Ukiah Valley Groundwater~~ Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2. (a). This Stakeholder Director shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, including as amended, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the ~~six (6)~~ 7 Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

~~7.4. 7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also appoint-nominate one (1) Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). All Alternate Directors shall be appointed in the same manner as set forth in Section~~

~~7.3. Alternate Directors shall have no vote, and vote and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board after any Director changes. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. Alternate Board Members have no vote at Board of Director meetings if the Board Member is present. If the Board Member Director is not present, the~~

Commented [MS12]: the stakeholders directors are the ag and tribe so no need to add tribe again right?

Commented [JW12R2]: That is correct. I added language to 7.3.2.(b) above to mirror the ag director.

Commented [JW13]: Do we want the appointment of alternates to be a requirement?

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Commented [MS14]: this isn't really supported with a straight forward process.

Commented [JW14R2]: I revised the language to clarify that alternates are chosen in the same manner as the director to whom they are an alternate. Thus, alternate member directors will be appointed by that governing board by resolution, and alternate stakeholder directors will be appointed by the stakeholder nomination and GSA board approval process.

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Alternate ~~Board-Member~~Director shall be entitled to participate in all respects as a ~~regular-Board-~~
~~Member~~Director.

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~~7.5.7.4.~~ Terms of Office. The term of office for each ~~member of the Agency's Board of Directors~~ Director is two (2) years. Each ~~member of the Board of Directors~~ Director shall serve at the pleasure of the appointing Member and may be removed from the ~~Board of Directors~~ Board by the appointing members at any time. If at any time a vacancy occurs on the ~~Board of Directors~~ Board, a replacement shall be appointed to fill the unexpired term of the previous ~~Board Member~~ Director, pursuant to ~~Article~~ Article 7 of this Agreement and within ninety (90) days of the date that such position becomes vacant. In this case if the new Director is appointed mid-term they are serving the remainder of the past Directors term.

~~7.6.~~ 7.5 Removal of Board Members ~~Directors.~~ ~~Board Members~~ Directors and Alternate ~~Board Members~~ Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A ~~Board Member~~ Director that no longer meets the qualifications set forth in section.

7.1 is automatically removed from the Agency ~~Board of Directors~~ Board. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. Any unethical or improper conduct by a Director will be documented in writing and presented to the Board with the recommendation for corrective action or removal. Upon removal of a ~~Board Member~~ Director, the Alternate ~~Board Member~~ Director shall serve as a ~~Board Member~~ Director until a new ~~Board Member~~ Director is appointed by the Member. Members must submit any changes in ~~Board Member~~ Director or Alternate ~~Board Member~~ Director positions to the ~~Chair or General Manager~~ Secretary in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

~~7.7.7.5.~~ 7.6 Vacancies. A vacancy on the ~~Board of Directors~~ Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in ~~Section Article~~ Section Article 7.5 of this Agreement, or when a Director fails to participate in more than three consecutive meetings. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in ~~Section Article~~ Section Article 7.5 of this Agreement. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in ~~Section Article~~ Section Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in ~~Article~~ Section 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the ~~Board of Directors~~ Board or ~~Executive Director~~ General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired they may continue to hold office until a replacement is appointed and assumes the role. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

~~7.8.7.6.~~ 7.7 Adjustment to Composition of the Board of Directors ~~Board.~~ Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the ~~Governing~~ Governing Board to accurately reflect groundwater production within the boundaries of the authority.

Article 8. Agency Meetings

~~8.1.~~ Initial Meeting. ~~The initial meeting of the Agency's Board of Directors shall be called by the County of Mendocino and held in the Mendocino County Board of Supervisors~~

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Commented [MS15]: can we remove the 'initial meeting' as its already happened?

Commented [JW15R2]: Removed previous Article 8.1 for "initial meeting."

Chambers, 501 Low Gap Road, Ukiah, California within 60 days of the effective date of this Agreement. All Members shall be required to attend the initial meeting.

8.2.8.1. Time and Place. ~~The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law, for the time and place for holding regular meetings, at least quarterly, and at such other times as determined by the Board of Directors.~~

Commented [JW16]: Revised this to reference the Bylaws. This will allow flexibility for the GSA to make changes because it can approve bylaw changes by a majority vote, without needing to touch the JPA.

Commented [MS17]: I think we removed the time from the bylaws so we need to add it back and use 1pm or remove this part of the statement here.

Commented [JW17R2]: I used broader language to be more flexible.

8.3.8.2. Conduct. All meetings of the ~~Governing~~ Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. ~~Board-Members~~ Directors and Alternate ~~Board-Members~~ Directors may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article-Section 9.1.

8.4.8.3. Local Conflict of Interest Code. The ~~Board-of-Directors~~ Board shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

Article 9. ~~Board-of-Directors~~ Board Voting

9.1. Quorum. A majority of the members appearing in person at a meeting of the ~~Board-of-Directors~~ Board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each ~~member-of-the Board-of-Directors-of-the-Agency~~ Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the ~~Board-of-Directors~~ Board shall require the affirmative vote of a simple majority of all Directors ~~participating~~ participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The ~~Board-of-Directors~~ Board shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the ~~Board of Directors~~ Board.

Article 10. Officers

10.1. Officers. The ~~Board-of-Directors~~ Board shall select a Chairman, Vice-Chairman, ~~Secretary~~, and any other officers as determined necessary by the ~~Board-of-Directors~~ Board. The Chair and Vice Chair shall serve two (2) year terms and shall not serve more than two (2) consecutive terms in the same office.

I 0.1.1. The Chairman shall preside at all Board Meetings.

I 0.1.2. The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

I 0.1.3. The ~~Clerk~~ Secretary shall keep minutes of all meetings of the ~~Board-of-Directors~~ Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the ~~Board-of-Directors~~ Board.

10.1.4. All Officers shall be chosen at the first ~~Board-of-Directors~~ Board meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms, but no more than two (2) terms in the same office. Any Officer may resign at any time upon written notice to the Agency.

Commented [MS18]: Match to ByLaws

Commented [JW18R2]: I used "Directors" in both documents. As amended, "Member" is now only used to refer to the member agencies.

Article 11. Committee Formation

11.1. Internal Committee Formation. There shall be established such internal committees as the ~~Board of Directors~~Board shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the ~~Board of Directors~~Board, and shall make recommendations to the ~~Board of Directors~~Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The ~~Board of Directors~~Board may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the ~~Ukiah Valley~~ Basin. The ~~Board of Directors~~Board shall encourage the active involvement of the advisory committee(s) ~~prior to and during~~ the development and implementation of the ~~Groundwater Sustainability Plan~~GSP. ~~The~~~~Board of Directors~~Board will ensure that at least one (1) member from the ~~Board of Directors~~Board or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the ~~Board of Directors~~Board on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member ~~and~~ ~~one~~ (1) representative ~~each~~ for ~~each of~~ the Agricultural Stakeholder ~~Director s~~ and the Tribal Stakeholder ~~Directors~~; ~~at least one (1) representative from the Sonoma County Water Agency; and at least one (1) representative from the Mendocino County Resource Conservation District~~. The technical advisory committee shall meet as directed by the ~~Board of Directors, and~~Board and shall make recommendations to the ~~Board of Directors~~Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between ~~the Agency and the Members, ... (match the JPA), the Mendocino County Resource Conservation District, and the Sonoma County Water Agency.~~

Article 12. Treasurer, ~~Controller~~, and Legal Counsel

12.1. ~~Treasurer and Controller~~. ~~The County of Mendocino~~~~City of Ukiah~~ shall act as ~~Treasurer and Controller for the Agency~~~~The Agency's Treasurer role shall be performed in accordance with Article 6.3 of the Bylaws, including as it may be amended from time to time. The Controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The Controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency, or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.~~

12.2. Legal Counsel. The ~~Board of Directors~~Board may appoint legal counsel as it deems appropriate.

Article 13. ~~Executive Director~~General Manager

13.1. Appointment. The ~~Board of Directors~~Board may hire a ~~General Manager~~ *

Commented [MS19]: I'm still trying to figure some of this stuff out but I think the GSP is complete. Should this section be modified to reflect that?

Commented [JW19R2]: In my previous round of revisions, I defined "GSP" to mean the GSA's adopted GSP and I added a recital indicating that the GSP was approved. I also removed other language suggesting that the GSP had not yet been developed. However, I kept language regarding the "development and implementation" of the GSP, as those things continue with respect to periodic evaluations, 5-year updates, and plan amendments.

Commented [JW20]: This would not include the Ag/Tribal Stakeholders because they are not Member agencies. If we want those interests to be parties to the MOU, we would need to identify an individual or agency who will execute the MOU.

Commented [JW21]: Are these treated as separate rolls? Or should we just use Treasurer? If separate, are there any other distinctions between these rolls that should be noted here?

Commented [MS21R2]: checking with city finance director

~~Executive Director who~~who shall be compensated for his or her services, as determined by the ~~Board of Directors~~Board. The ~~Executive Director~~General ~~may~~Manager may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The ~~Executive-Director~~General Manager shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the ~~Board-of-Directors~~Board, and shall be responsible to the ~~Board-of-Directors~~Board for the proper and efficient administration of the Agency. The ~~Executive-Director~~General Manager shall have the powers designated in the Bylaws, including as amended.

13.3. Term and Termination. The ~~Executive-Director~~General Manager shall serve until he/she resigns or the ~~Board-of-Directors~~Board terminates his/her appointment.

13.4. Staff. The ~~Executive-Director~~General Manager may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the ~~Board-of-Directors~~Board. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

Article 14. Specific Projects

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

14.4. ~~Board of Directors~~Board Approval. The ~~Board of Directors~~Board shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

Article 15. Budget and Expenses

15.1. Budgets. Within ninety (90) days after the first meeting of the ~~Governing~~Board of the Agency, and thereafter prior to the commencement of each fiscal year, the ~~Board of Directors~~Board shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. ~~The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded by a contribution from initial Members in the amount established in the bylaws, which contribution shall be set at an equal dollar amount for initial Members. In subsequent years, The Agency may also be funded through additional voluntary contributions by all Members, and as otherwise provided in Chapter 8 of SGMA (commencing with Section 10730 of the Water Code).~~

Commented [MS22]: should this section be updated to reflect the rate and fee study and new revenue structure?

Commented [JW22R2]: See revisions.

Commented [JW23]: Do member agencies make such voluntary contributions?

Article 16. Liability and Indemnification

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented. Therefore unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code Section 6507, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

Article 17. Withdrawal and Termination

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Section 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this ~~section~~article shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

17.4.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the ~~Board of Directors~~Board. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the ~~Board of Directors~~Board.

Article 18. Miscellaneous

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail to the addresses below:

Russian River Flood Control and Water Conservation Improvement District: 151
Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
~~Upper Russian River Water Agency: 151 Laws Avenue, Ukiah, CA 95482~~
~~Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482~~

18.3. Bylaws. ~~At, or as soon as practicable after the first Board of Directors meeting the~~The Board of Directors shall ~~draft and approve~~maintain Bylaws of the Agency to govern day-to-day operations of the Agency.

18.4. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.5. Agreement Complete. This Agreement constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior Agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward three (3) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.8. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.9. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.10. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

~~IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.~~

COUNTY OF OCALA
7-1, t, 2

By: JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: 1-8-2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]

Deputy: 1-8-2017

Date: _____

I hereby certify that according to the provisions of
Government Code Section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: APR 18 2017

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the
entity upon behalf of which he/she acted,
executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 4-11-17

DEPARTMENT HEAD

[Signature]
DEPARTMENT HEAD

FISCAL REVIEW

[Signature]
Deputy CEO/Fiscal

INSURANCE

RISK

ALAN D. FLORA
RISK MANAGER

EXECUTIVE REVIEW:
APPROVAL RECOMMENDED

[Signature]
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

CITY OF UKIAH

BY: Jim O. Brown
Jim O. Brown, MAYOR

5-10-17
Date

BY: Sgt. S. Jim

5-10-17
Date

CITY MANAGER

ATTEST

Kristine Lavelle

5-10-17

CITY CLERK _____ Date

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

~~Russian River Flood Control and Water Conservation Improvement District~~

By: *William Carson* Date: *1/30/27*

~~William Carson, President~~

Board of Trustees

~~IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.~~

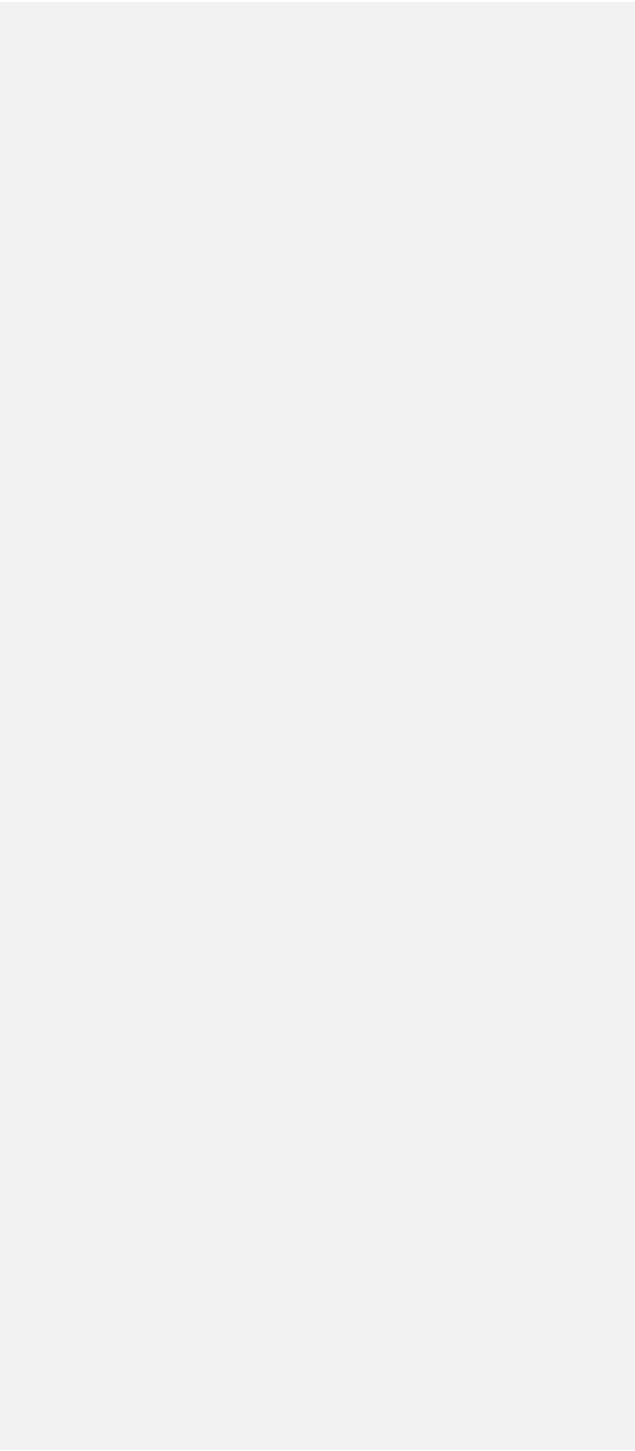
~~Upper Russian River Water Agency~~

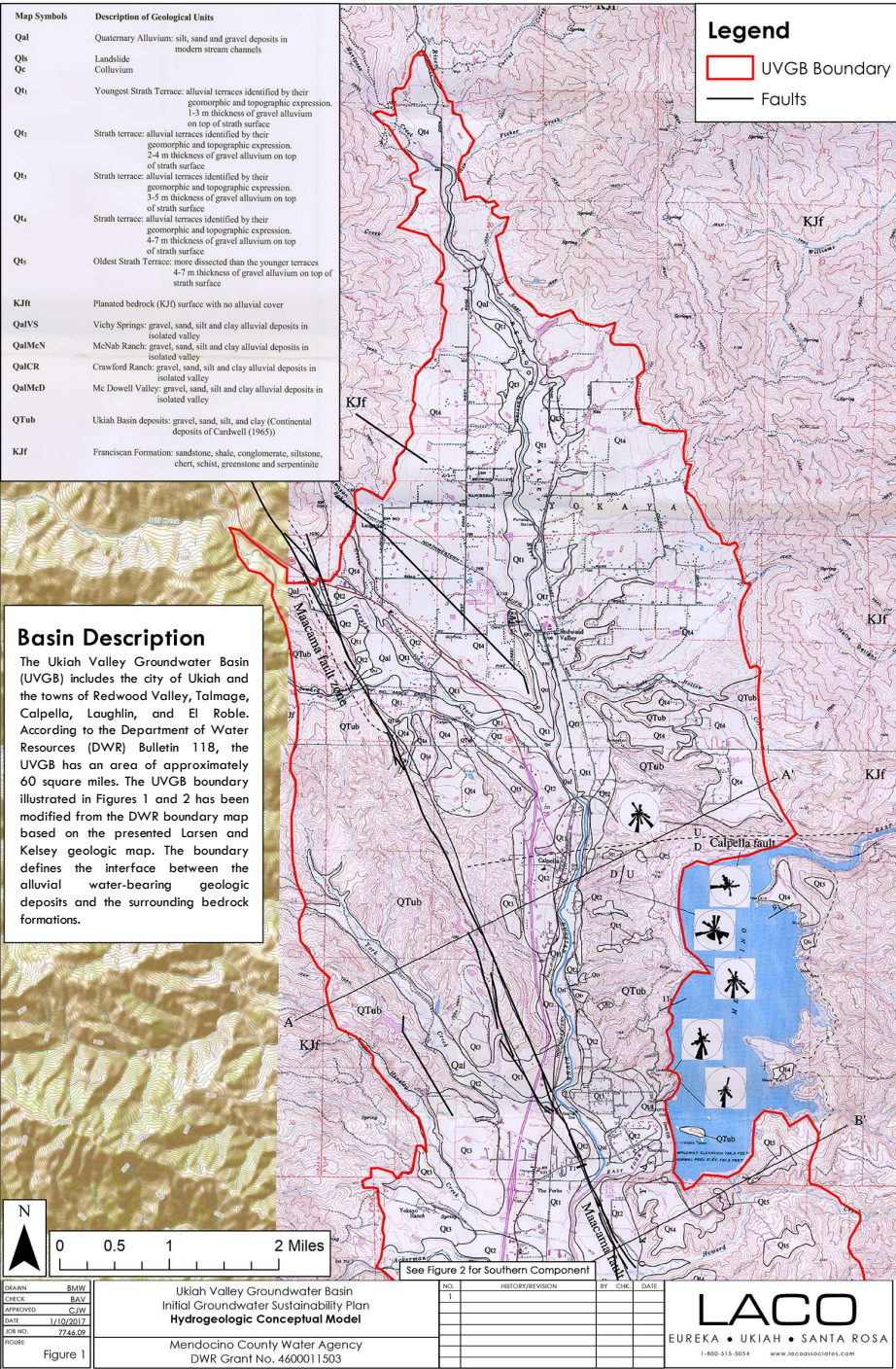
~~By: _____~~

~~Jeny Cardoza, President~~

~~Board of Directors~~

Date: 4-5-17





**Amended and Restated
Joint Powers Agreement of the Ukiah Valley Basin
Groundwater Sustainability Agency**

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into by and among the Ukiah Valley Water Authority (“UVWA”), a joint powers authority; the City of Ukiah, a municipal corporation; the County of Mendocino, a political subdivision of the State of California; and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”), which are referred to herein individually as a “Member” and collectively as “Members,” under which the Members agree to jointly exercise the powers of the Ukiah Valley Basin Groundwater Sustainability Agency. This Agreement shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency’s Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency’s Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

D. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with § 4999), Part 5.1 (commencing with § 5100) and Part 5.2 (commencing with § 5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under, and by virtue, of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley groundwater basin.

E. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

F. Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

G. The Ukiah Valley basin (designated basin number 1-52 in Bulletin 118; “Basin”) is designated as a medium-priority basin.

H. The Agency’s groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

I. The Members have determined that the sustainable management of the Basin pursuant to SGMA is best be achieved through the cooperation of the Members continuing to operate as a joint powers agency.

J. The Joint Exercise of Powers Act (Chapter 5 (commencing with § 6500) of Division 7, of Title I of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an Agreement and to exercise additional powers granted under the Act.

K. Based on the foregoing legal authority, the Members desire to execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date for the purpose of jointly exercising all powers and taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

L. The governing board of each Member has determined it to be in the Member’s and in the public’s best interest that this Agreement be executed.

Terms of Agreement

ARTICLE 1 DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title I of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. “Agency” means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. “Agreement” means this Amended and Restated Joint Powers Agreement.

1.4. “Basin” means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. “Board” means the Agency’s Board of Directors that shall serve as the governing body of the Agency pursuant to Article 7 of this Agreement.

1.6. “Committee” shall mean any committee established pursuant to Article 11 of this Agreement.

1.7. “Director(s)” means the individual(s) appointed to be on the Agency’s Board pursuant to Article 7.3 of this Agreement.

1.8. “Effective Date” means the date on which the last Member executes this Agreement.

1.9. “Fiscal Year” means July 1 through June 30.

1.10. “General Manager” means the individual appointed to pursuant to Article 13.1 of this Agreement.

1.11. “GSA” shall mean a groundwater sustainability agency.

1.12. “GSP” shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023.

1.13. “Member(s)” means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement.

1.14. “Special Project” means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.15. “Stakeholder Director” means a stakeholder within the Basin appointed pursuant to Article 7 of this Agreement.

ARTICLE 2 ADOPTION OF THIS AGREEMENT AND AGENCY BOUNDARIES

2.1. Upon the Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. The Agency shall be a public agency separate from its members. The principal office shall be provided for in the agency’s Bylaws, including as amended.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

ARTICLE 3 TERM

3.1. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 of this Agreement or otherwise superseded by a new agreement.

ARTICLE 4 PURPOSE OF THE AGENCY AND THIS AGREEMENT

4.1. The purpose of this Agreement is to amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin. The purpose of the Agency is to (a) develop and implement the GSP in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the GSP.

ARTICLE 5 POWERS OF THE AGENCY

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1 To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA.

5.2.2 To develop and implement the GSP pursuant to SGMA.

5.2.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and development and implementation of the GSP.

5.2.4 To obtain rights, permits and other authorizations for, or pertaining to, implementation of the GSP, and to exercise the common powers of the Members, as directed by the Board, in developing and implementing the GSP.

5.2.5 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including, without limitation, environmental review, engineering and design.

5.2.6 To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7 To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8 To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

5.2.11 To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA.

5.2.12 To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13 Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14 Reimburse Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending Agency meetings or any committee of the Agency in performing the duties of their office, subject to Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

5.2.15 To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16 To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17 To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency and implementation of the GSP, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18 Employ or retain a full time or part time supporting staff.

5.2.19 To perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

ARTICLE 6 MEMBERSHIP

6.1. Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement.

6.2. New Members. Additional public agencies may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SOMA, (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.

ARTICLE 7 AGENCY BOARD OF DIRECTORS

7.1. Formation of the Board of Directors. The Agency shall be governed by a Board of Directors. The Board shall be composed of six (6) Directors consisting of the following representatives:

7.1.1 One (1) representative appointed by the governing board of each Member, who shall be a member of the governing board of the Member (each, a "Member Director").

7.1.2 Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board: (1) be a resident of the County of Mendocino; and (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the 7 Tribes exercising jurisdiction over Indian lands within the Basin identified as Redwood Valley Rancheria, Coyote

Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation.

7.2. Duties of the Board. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5 of this Agreement, are reserved to and shall be exercised by and through the Board, except as may be expressly delegated to the General Manager or others pursuant to this Agreement, the Agency's Bylaws, including as amended, or by specific action of the Board.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1 Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Chair or General Manager of the Agency following adoption by the Member.

7.3.2 Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) One (1) Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2(a). This Stakeholder Director shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, including as amended, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the 7 Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also nominate one (1) Alternate Director to the Board. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). Alternate Directors shall have no vote and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. If the Director is not present, the Alternate Director shall be entitled to participate in all respects as a Director.

7.4. Terms of Office. The term of office for each Director two (2) years. Each Director shall serve at the pleasure of the appointing Member and may be removed from the Board by the appointing members at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director, pursuant to Article 7 of this Agreement and within ninety (90) days

of the date that such position becomes vacant. In this case if the new Director is appointed mid-term they are serving the remainder of the past Directors term.

7.5. Removal of Directors. Directors and Alternate Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A Director that no longer meets the qualifications set forth in section 7.1 is automatically removed from the Agency Board. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. Any unethical or improper conduct by a Director will be documented in writing and presented to the Board with the recommendation for corrective action or removal. Upon removal of a Director, the Alternate Director shall serve as a Director until a new Director is appointed by the Member. Members must submit any changes in Director or Alternate Director positions to the Chair or General Manager in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

7.6. Vacancies. A vacancy on the Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Article 7.5 of this Agreement, or when a Director fails to participate in more than three consecutive meetings. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Article 7.5 of this Agreement. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Article 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the Board or General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired, they may continue to hold office until a replacement is appointed and assumes the role. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

7.7. Adjustment to Composition of the Board. Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the Board to accurately reflect groundwater production within the boundaries of the authority.

ARTICLE 8 AGENCY MEETINGS

8.1. Time and Place. The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time.

8.2. Conduct. All meetings of the Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Directors and Alternate Directors may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the

applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article 9.1.

8.3. Local Conflict of Interest Code. The Board shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

ARTICLE 9 BOARD VOTING

9.1. Quorum. A majority of the members appearing in person at a meeting of the Board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board shall require the affirmative vote of a simple majority of all Directors participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The Board shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the Board.

ARTICLE 10 OFFICERS

10.1. Officers. The Board shall select a Chairman, Vice-Chairman, and any other officers as determined necessary by the Board. The Chair and Vice Chair shall serve two (2) year terms and shall not serve more than two (2) consecutive terms in the same office.

10.1.1 The Chairman shall preside at all Board Meetings.

10.1.2 The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

10.1.3 The Clerk shall keep minutes of all meetings of the Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board.

10.1.4 All Officers shall be chosen at the first Board meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms, but no more than two (2) terms in the same office. Any Officer may resign at any time upon written notice to the Agency.

ARTICLE 11 COMMITTEE FORMATION

11.1. Internal Committee Formation. There shall be established such internal committees as the Board shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board, and shall make recommendations to the Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The Board may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Basin. The Board shall encourage the active involvement of the advisory committee(s) during the development and implementation of the GSP. The Board will ensure

that at least one (1) member from the Board or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the Board on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member and one (1) representative each for the Agricultural Stakeholder Director and the Tribal Stakeholder Director. The technical advisory committee shall meet as directed by the Board and shall make recommendations to the Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency and the Members.

ARTICLE 12 TREASURER AND LEGAL COUNSEL

12.1. Treasurer. The Agency's Treasurer role shall be performed in accordance with Article 6.2 of the Bylaws, including as it may be amended from time to time.

12.2. Legal Counsel. The Board may appoint legal counsel as it deems appropriate.

ARTICLE 13 GENERAL MANAGER

13.1. Appointment. The Board may hire a General Manager who shall be compensated for his or her services, as determined by the Board. The General Manager may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The General Manager shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Agency. The General Manager shall have the powers designated in the Bylaws, including as amended.

13.3. Term and Termination. The General Manager shall serve until he/she resigns or the Board terminates his/her appointment.

13.4. Staff. The General Manager may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the Board. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

ARTICLE 14 SPECIFIC PROJECTS

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

14.4. Board Approval. The Board shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 15 BUDGET AND EXPENSES

15.1. Budgets. Within ninety (90) days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. The Agency may also be funded through additional voluntary contributions by all Members.

ARTICLE 16 LIABILITY AND INDEMNIFICATION

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented. Therefore, unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code Section 6507, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to,

negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

ARTICLE 17 WITHDRAWAL AND TERMINATION

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Article 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this article shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

17.4.1 Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2 Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board.

ARTICLE 18 MISCELLANEOUS

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail to the addresses below:

Russian River Flood Control and Water Conservation Improvement District:
15 I Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482

18.3. Bylaws. The Agency shall maintain Bylaws of the Agency to govern day-to-day operations of the Agency.

18.4. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.5. Agreement Complete. This Agreement constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior Agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward three (3) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.8. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.9. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.10. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

COUNTY OF MENDOCINO

By: _____

Name: _____

Title: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST

[Name]

By: _____

Date: _____

**COUNTY COUNSEL REVIEW
APPROVED AS TO FORM**

By: _____

Name: _____

I hereby certify that according to the provisions of Government Code Section 25103, Deliver of this document has been made.

[NAME], Clerk of said Board

By: _____

Date: _____

DEPARTMENT FISCAL REVIEW

By: _____
DEPARTMENT HEAD

FISCAL REVIEW

By: _____
Deputy CEO/Fiscal

**INSURANCE REVIEW:
RISK MANAGER**

By: _____
[Name]
RISK MANAGER

**EXECUTIVE REVIEW:
APPROVAL RECOMMENDED**

By: _____
[Name]
CHIEF EXECUTIVE OFFICER

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

CITY OF UKIAH

By: _____

Date: _____

Name: _____

By: _____

Title: _____

ATTEST

By: _____

Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

Russian River Flood Control and Water Conservation Improvement District

By: _____

Date: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

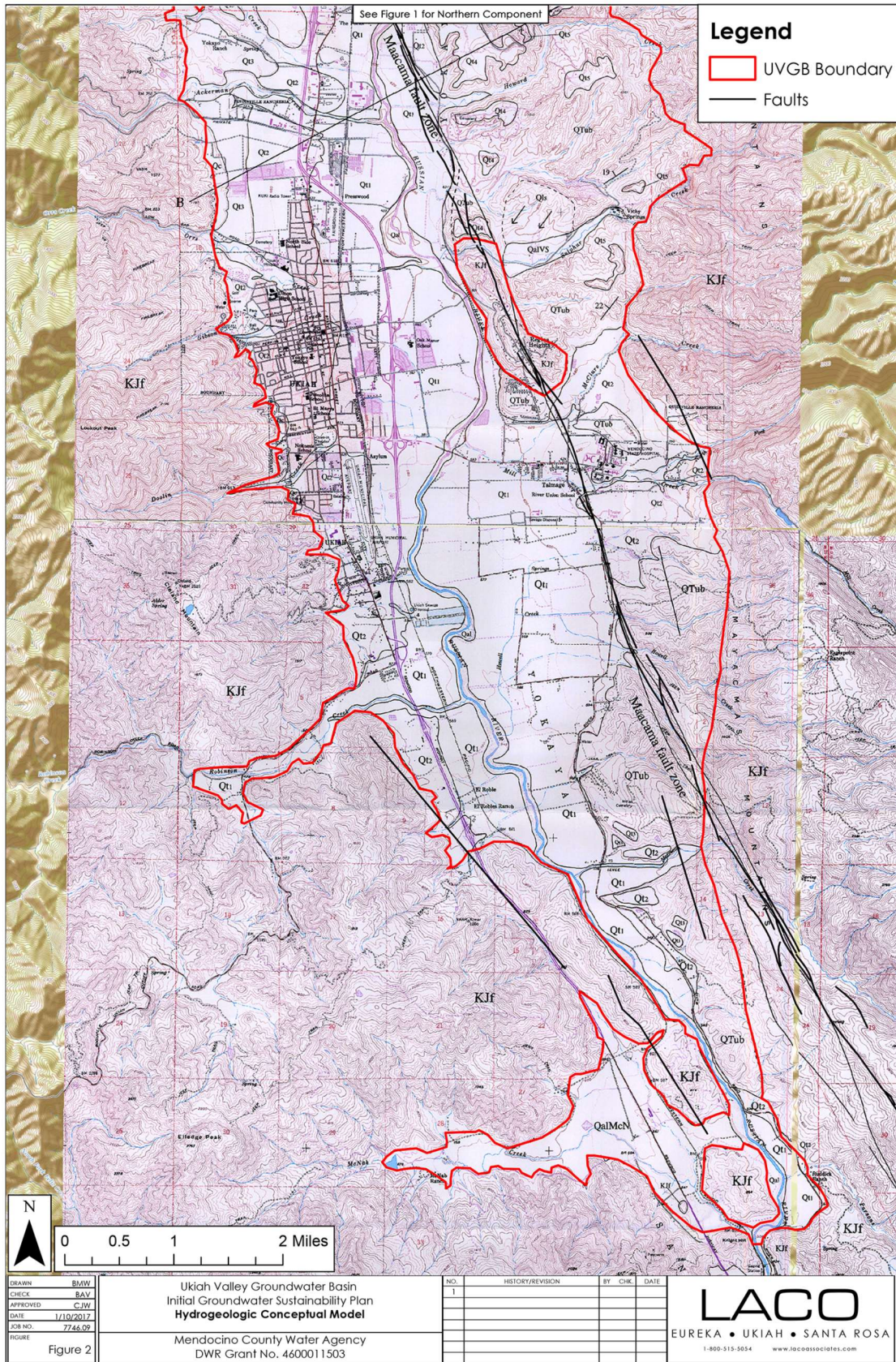
Ukiah Valley Water Authority

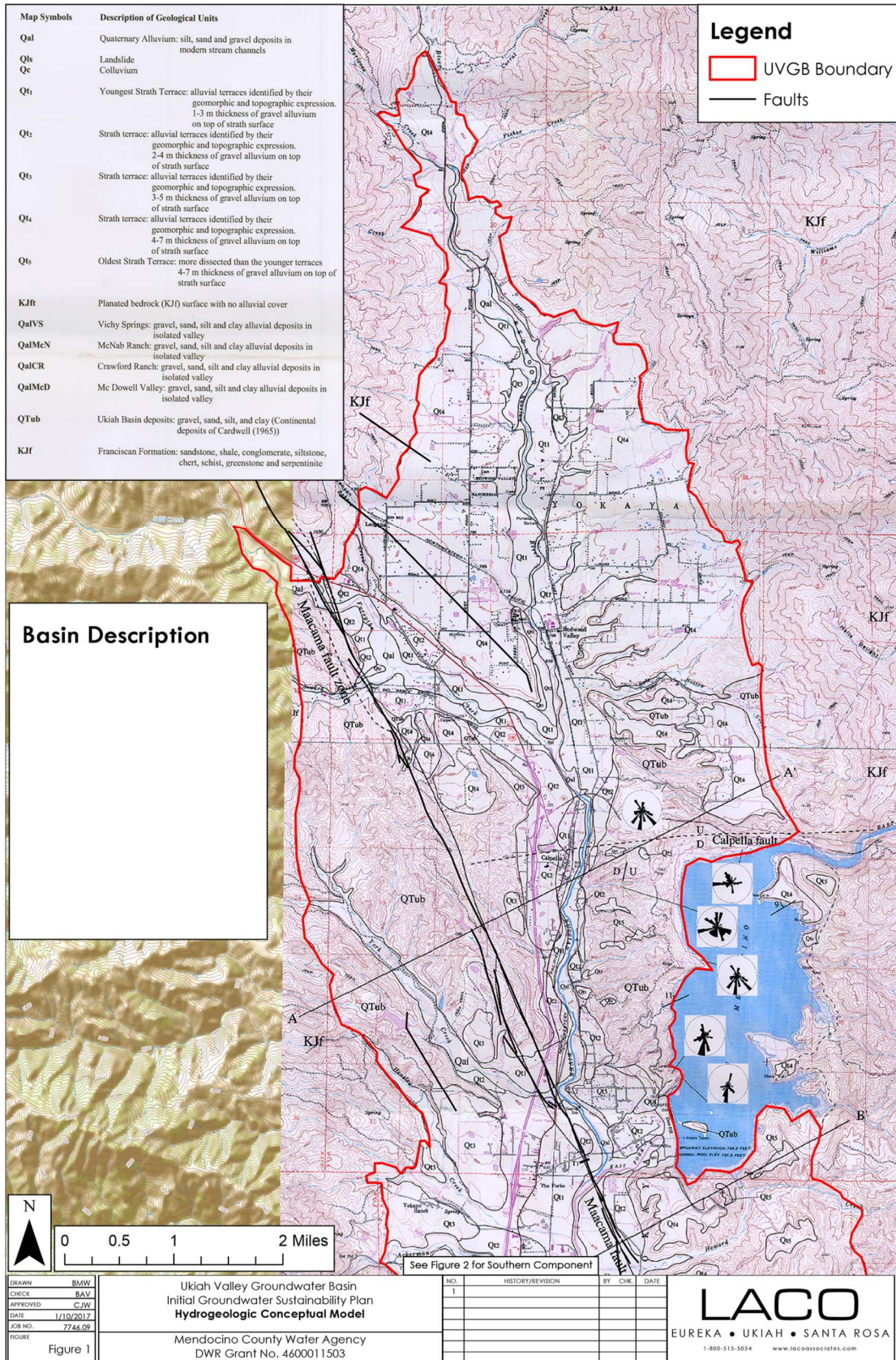
By: _____

Date: _____

Name: _____

Title: _____





**Amended and Restated
Joint Powers Agreement of the Ukiah Valley Basin
Groundwater Sustainability Agency**

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into by and among the Ukiah Valley Water Authority (“UVWA”), a joint powers authority; the City of Ukiah, a municipal corporation; the County of Mendocino, a political subdivision of the State of California; and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”), which are referred to herein individually as a “Member” and collectively as “Members,” under which the Members agree to jointly exercise the powers of the Ukiah Valley Basin Groundwater Sustainability Agency. This Agreement shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency’s Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency’s Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

D. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with § 4999), Part 5.1 (commencing with § 5100) and Part 5.2 (commencing with § 5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under, and by virtue, of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley groundwater basin.

E. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

F. Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

G. The Ukiah Valley basin (designated basin number 1-52 in Bulletin 118; “Basin”) is designated as a medium-priority basin.

H. The Agency’s groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

I. The Members have determined that the sustainable management of the Basin pursuant to SGMA is best be achieved through the cooperation of the Members continuing to operate as a joint powers agency.

J. The Joint Exercise of Powers Act (Chapter 5 (commencing with § 6500) of Division 7, of Title I of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an Agreement and to exercise additional powers granted under the Act.

K. Based on the foregoing legal authority, the Members desire to execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date for the purpose of jointly exercising all powers and taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

L. The governing board of each Member has determined it to be in the Member’s and in the public’s best interest that this Agreement be executed.

Terms of Agreement

ARTICLE 1 DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title I of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. “Agency” means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. “Agreement” means this Amended and Restated Joint Powers Agreement.

1.4. “Basin” means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. “Board” means the Agency’s Board of Directors that shall serve as the governing body of the Agency pursuant to Article 7 of this Agreement.

1.6. “Committee” shall mean any committee established pursuant to Article 11 of this Agreement.

1.7. “Director(s)” means the individual(s) appointed to be on the Agency’s Board pursuant to Article 7.3 of this Agreement.

1.8. “Effective Date” means the date on which the last Member executes this Agreement.

1.9. “Fiscal Year” means July 1 through June 30.

1.10. “General Manager” means the individual appointed to pursuant to Article 13.1 of this Agreement.

1.11. “GSA” shall mean a groundwater sustainability agency.

1.12. “GSP” shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023.

1.13. “Member(s)” means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement.

1.14. “Special Project” means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.15. “Stakeholder Director” means a stakeholder within the Basin appointed pursuant to Article 7 of this Agreement.

ARTICLE 2 ADOPTION OF THIS AGREEMENT AND AGENCY BOUNDARIES

2.1. Upon the Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. The Agency shall be a public agency separate from its members. The principal office shall be provided for in the agency’s Bylaws, including as amended.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

ARTICLE 3 TERM

3.1. This Agreement shall become effective upon the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 of this Agreement or otherwise superseded by a new agreement.

ARTICLE 4 PURPOSE OF THE AGENCY AND THIS AGREEMENT

4.1. The purpose of this Agreement is to amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin. The purpose of the Agency is to (a) develop and implement the GSP in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the GSP.

ARTICLE 5 POWERS OF THE AGENCY

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1 To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA.

5.2.2 To develop and implement the GSP pursuant to SGMA.

5.2.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and development and implementation of the GSP.

5.2.4 To obtain rights, permits and other authorizations for, or pertaining to, implementation of the GSP, and to exercise the common powers of the Members, as directed by the Board, in developing and implementing the GSP.

5.2.5 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including, without limitation, environmental review, engineering and design.

5.2.6 To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7 To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8 To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

5.2.11 To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA.

5.2.12 To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13 Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14 Reimburse Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending Agency meetings or any committee of the Agency in performing the duties of their office, subject to Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

5.2.15 To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16 To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17 To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency and implementation of the GSP, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18 Employ or retain a full time or part time supporting staff.

5.2.19 To perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

ARTICLE 6 MEMBERSHIP

6.1. Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement.

6.2. New Members. Additional public agencies may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SOMA, (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.

ARTICLE 7 AGENCY BOARD OF DIRECTORS

7.1. Formation of the Board of Directors. The Agency shall be governed by a Board of Directors. The Board shall be composed of six (6) Directors consisting of the following representatives:

7.1.1 One (1) representative appointed by the governing board of each Member, who shall be a member of the governing board of the Member (each, a "Member Director").

7.1.2 Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board: (1) be a resident of the County of Mendocino; and (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the 7 Tribes exercising jurisdiction over Indian lands within the Basin identified as Redwood Valley Rancheria, Coyote

Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation.

7.2. Duties of the Board. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5 of this Agreement, are reserved to and shall be exercised by and through the Board, except as may be expressly delegated to the General Manager or others pursuant to this Agreement, the Agency's Bylaws, including as amended, or by specific action of the Board.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1 Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Chair or General Manager of the Agency following adoption by the Member.

7.3.2 Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) One (1) Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2(a). This Stakeholder Director shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, including as amended, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the 7 Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also nominate one (1) Alternate Director to the Board. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). Alternate Directors shall have no vote and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. If the Director is not present, the Alternate Director shall be entitled to participate in all respects as a Director.

7.4. Terms of Office. The term of office for each Director two (2) years. Each Director shall serve at the pleasure of the appointing Member and may be removed from the Board by the appointing members at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director, pursuant to Article 7 of this Agreement and within ninety (90) days

of the date that such position becomes vacant. In this case if the new Director is appointed mid-term they are serving the remainder of the past Directors term.

7.5. Removal of Directors. Directors and Alternate Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A Director that no longer meets the qualifications set forth in section 7.1 is automatically removed from the Agency Board. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. Any unethical or improper conduct by a Director will be documented in writing and presented to the Board with the recommendation for corrective action or removal. Upon removal of a Director, the Alternate Director shall serve as a Director until a new Director is appointed by the Member. Members must submit any changes in Director or Alternate Director positions to the Chair or General Manager in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

7.6. Vacancies. A vacancy on the Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Article 7.5 of this Agreement, or when a Director fails to participate in more than three consecutive meetings. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Article 7.5 of this Agreement. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Article 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the Board or General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired, they may continue to hold office until a replacement is appointed and assumes the role. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

7.7. Adjustment to Composition of the Board. Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the Board to accurately reflect groundwater production within the boundaries of the authority.

ARTICLE 8 AGENCY MEETINGS

8.1. Time and Place. The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time.

8.2. Conduct. All meetings of the Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Directors and Alternate Directors may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the

applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article 9.1.

8.3. Local Conflict of Interest Code. The Board shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

ARTICLE 9 BOARD VOTING

9.1. Quorum. A majority of the members appearing in person at a meeting of the Board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board shall require the affirmative vote of a simple majority of all Directors participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The Board shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the Board.

ARTICLE 10 OFFICERS

10.1. Officers. The Board shall select a Chairman, Vice-Chairman, and any other officers as determined necessary by the Board. The Chair and Vice Chair shall serve two (2) year terms and shall not serve more than two (2) consecutive terms in the same office.

10.1.1 The Chairman shall preside at all Board Meetings.

10.1.2 The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

10.1.3 The Clerk shall keep minutes of all meetings of the Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board.

10.1.4 All Officers shall be chosen at the first Board meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms, but no more than two (2) terms in the same office. Any Officer may resign at any time upon written notice to the Agency.

ARTICLE 11 COMMITTEE FORMATION

11.1. Internal Committee Formation. There shall be established such internal committees as the Board shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board, and shall make recommendations to the Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The Board may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Basin. The Board shall encourage the active involvement of the advisory committee(s) during the development and implementation of the GSP. The Board will ensure

that at least one (1) member from the Board or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the Board on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member and one (1) representative each for the Agricultural Stakeholder Director and the Tribal Stakeholder Director. The technical advisory committee shall meet as directed by the Board and shall make recommendations to the Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency and the Members.

ARTICLE 12 TREASURER AND LEGAL COUNSEL

12.1. Treasurer. The Agency's Treasurer role shall be performed in accordance with Article 6.2 of the Bylaws, including as it may be amended from time to time.

12.2. Legal Counsel. The Board may appoint legal counsel as it deems appropriate.

ARTICLE 13 GENERAL MANAGER

13.1. Appointment. The Board may hire a General Manager who shall be compensated for his or her services, as determined by the Board. The General Manager may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The General Manager shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Agency. The General Manager shall have the powers designated in the Bylaws, including as amended.

13.3. Term and Termination. The General Manager shall serve until he/she resigns or the Board terminates his/her appointment.

13.4. Staff. The General Manager may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the Board. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

ARTICLE 14 SPECIFIC PROJECTS

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

14.4. Board Approval. The Board shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 15 BUDGET AND EXPENSES

15.1. Budgets. Within ninety (90) days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. The Agency may also be funded through additional voluntary contributions by all Members.

ARTICLE 16 LIABILITY AND INDEMNIFICATION

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented. Therefore, unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code Section 6507, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to,

negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

ARTICLE 17 WITHDRAWAL AND TERMINATION

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Article 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this article shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

17.4.1 Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2 Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board.

ARTICLE 18 MISCELLANEOUS

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail to the addresses below:

Russian River Flood Control and Water Conservation Improvement District:
15 I Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482

18.3. Bylaws. The Agency shall maintain Bylaws of the Agency to govern day-to-day operations of the Agency.

18.4. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.5. Agreement Complete. This Agreement constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior Agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward three (3) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.8. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.9. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.10. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

COUNTY OF MENDOCINO

By: _____

Name: _____

Title: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST

[Name]

By: _____

Date: _____

COUNTY COUNSEL REVIEW

APPROVED AS TO FORM

By: _____

Name: _____

I hereby certify that according to the provisions of Government Code Section 25103, Deliver of this document has been made.

[NAME], Clerk of said Board

By: _____

Date: _____

DEPARTMENT FISCAL REVIEW

By: _____

DEPARTMENT HEAD

FISCAL REVIEW

By: _____

Deputy CEO/Fiscal

INSURANCE REVIEW:

RISK MANAGER

By: _____

[Name]

RISK MANAGER

EXECUTIVE REVIEW:

APPROVAL RECOMMENDED

By: _____

[Name]

CHIEF EXECUTIVE OFFICER

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

CITY OF UKIAH

By: _____

Date: _____

Name: _____

By: _____

Title: _____

ATTEST

By: _____

Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

Russian River Flood Control and Water Conservation Improvement District

By: _____

Date: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date:

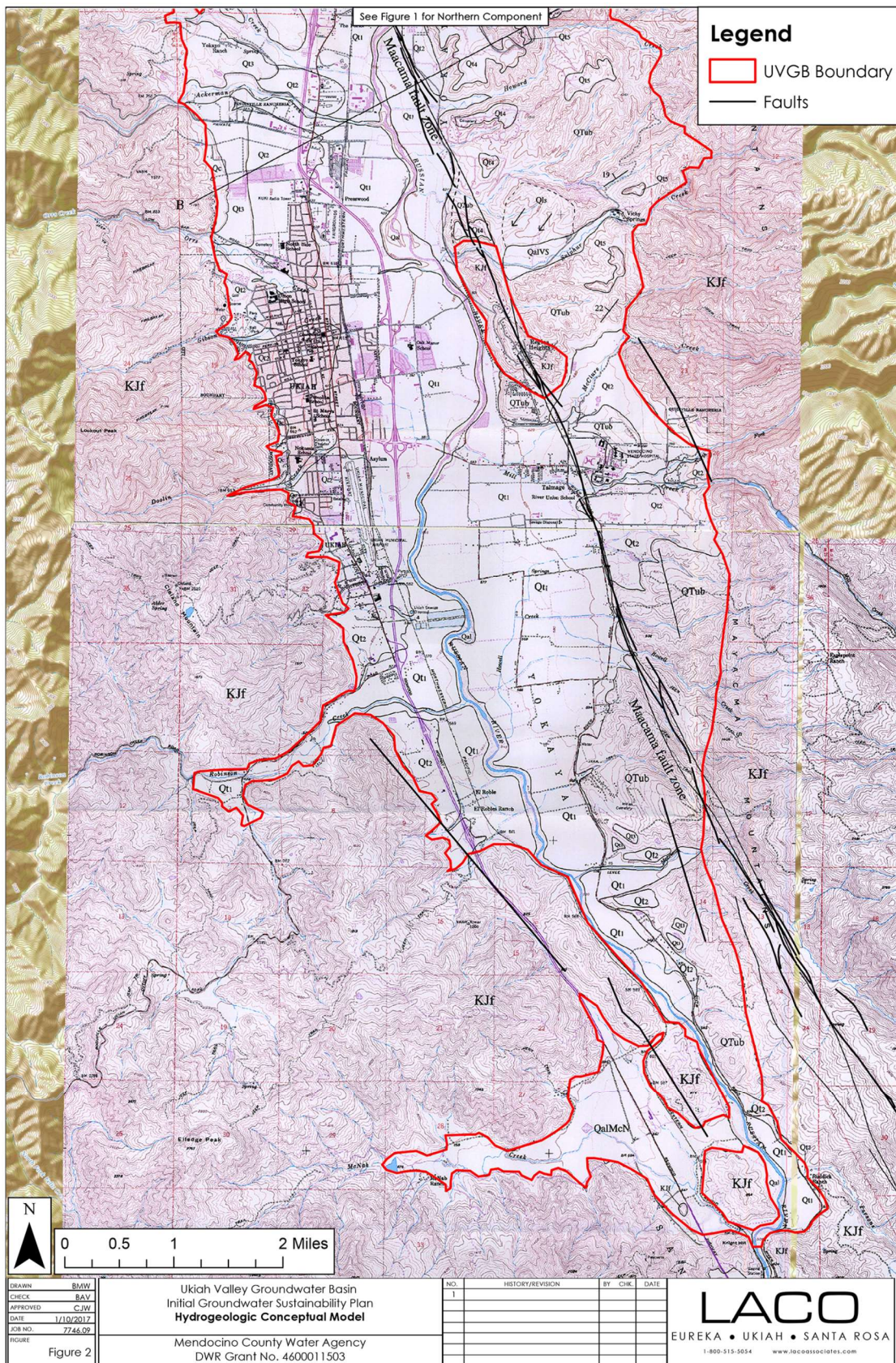
Ukiah Valley Water Authority

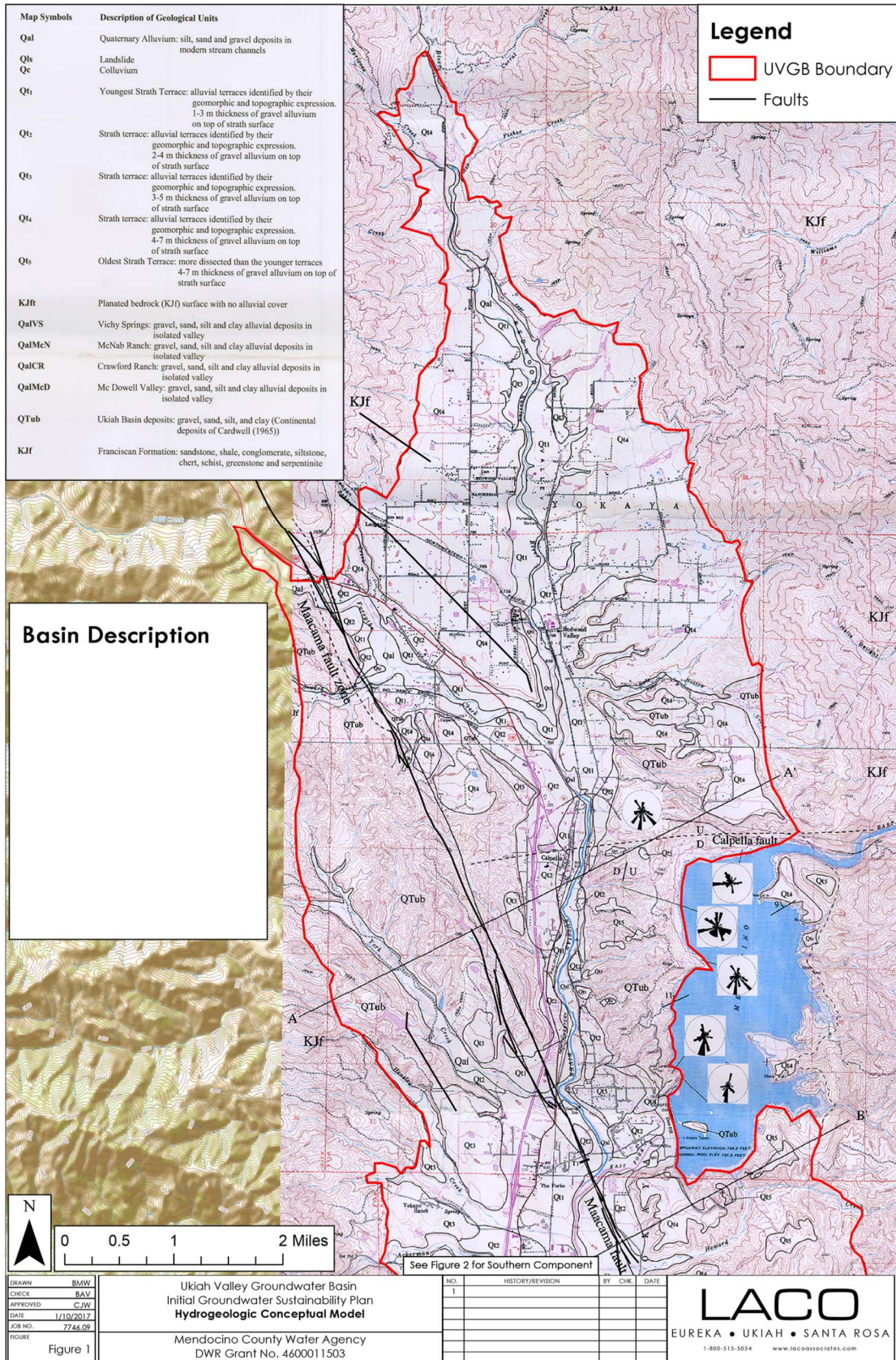
By: _____

Date: _____

Name: _____

Title: _____





**MEMORANDUM OF UNDERSTANDING
UKIAH VALLEY BASIN TECHNICAL ADVISORY COMMITTEE
TO THE GROUNDWATER SUSTAINABILITY AGENCY**

This Memorandum of Understanding (“MOU”) effective January 1, 2027, is entered into by and among the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”), the Ukiah Valley Water Authority (“UVWA”), the County of Mendocino, the City of Ukiah, and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”). The entities entering this MOU, and any entities subsequently added under section 3.2, are each an individual “Party” and collectively are “Parties.”

RECITALS

A. In 2014, the California Legislature passed the Sustainable Groundwater Management Act (“SGMA”), Water Code sections 10720-10737.8.

B. The UVBGSA is a joint powers authority comprised of representatives of the County of Mendocino, the City of Ukiah, the Ukiah Valley Water Authority, and the Russian River Flood Control and Water Conservation Improvement District, all of which are local agencies with land use or water supply responsibilities within the Ukiah Valley Groundwater Basin (Department of Water Resources B-118 Basin No. 1-052) (the “Basin”). The UVBGSA has been designated as the exclusive groundwater sustainability agency for the Basin. Additionally, the board has one Agricultural Director and one Tribal Director seat.

C. Ukiah Valley Basin Technical Advisory Committee (“TAC”) members are stakeholders with technical expertise and knowledge regarding management of Basin groundwater and related surface water resources. Through the formation of the TAC, these Parties will assist the UVBGSA in support of its SGMA obligations and efforts to develop sustainable groundwater management in the Basin.

D. The Parties, by and through their respective governing boards, have determined that it would be mutually beneficial to participate in the TAC and this MOU, with their participation guided by the following principles:

i. Sustainable groundwater management can be achieved through coordinated management of Basin groundwater and related surface water supplies.

ii. Regional actions that leverage available resources for compliance with SGMA and water rights regulations can be achieved and will result in a more efficient and effective response to water reliability issues in the Upper Russian River watershed.

iii. As directed by the UVBGSA governing board, the TAC will cooperate in the development of a common scientific understanding of the processes of interaction between groundwater in the Basin and surface water.

In consideration of these recitals and the mutual agreement in this MOU, the Parties agree as follows:

AGREEMENT

1. Purpose and Authority. The purpose of the TAC is to provide information and recommendations to the UVBGSA Board of Directors regarding the development and preparation of groundwater management policies and programs, and information regarding the interaction of surface water in the Basin.

The TAC will have authority to make recommendations on the following actions:

- Assess present groundwater conditions in the Basin.
 - Provide review, comments and recommendations to the UVBGSA regarding technical data and analyses for SGMA implementation in the Basin and its interaction with surface water supplies.
 - Provide review, comments and recommendations regarding the Basin Groundwater Sustainability Plan that the UVBGSA will prepare.
 - Provide a forum to share technical information and coordinate various activities by the Parties that could affect water resource management in the Basin and Upper Russian River watershed.
 - Identify and develop water management concepts of mutual interest for consideration by the UVBGSA governing board.
 - Coordinate and partner for grant funding opportunities related to surface and groundwater interaction and management.
 - Review and provide comments and recommendations on other items referred to the TAC by the UVBGSA Board of Directors, or on other matters of mutual interest to the UVBGSA, the TAC or the Parties.
2. Process of Recommendation by the TAC to the Board of Directors. The Parties agree that the TAC will strive for consensus in all of its decision making activities. The Parties agree that working toward stakeholder consensus is a fundamental principle of the TAC and this MOU. The TAC is consensus seeking but shall not limit itself to strict consensus if 100% agreement among all representatives cannot be reached after all interests and options have been thoroughly identified, explored, and discussed. When unable to reach consensus on advice or recommendations, the Committee will outline the areas in which it does not agree, providing some explanation of both majority and minority viewpoints in its recommendation reports that inform Board decision-making.

In order to conduct business (e.g. make and advance a recommendation to the Board), a quorum of the TAC must be present. A super majority of the total number of TAC members, present at a meeting in person, constitutes a quorum.

The TAC serves strictly in an advisory capacity and does not have independent decision-making authority.

Board Direction to TAC

The Board of Directors may direct the TAC to review and provide recommendations on specific technical or policy matters. Such direction shall be communicated through:

- Formal Board action; or
- The General Manager or designee.

The TAC shall respond to Board directives within a reasonable timeframe and provide written recommendations as appropriate.

3. Committee Governance.

3.1. Membership. The TAC will consist of the following members:

- One regular and one alternate member from each of the UVBGSA Members: County of Mendocino, City of Ukiah, Ukiah Valley Water Authority, Russian River Flood Control and Water Conservation Improvement District.
- One regular and one alternate member representing the interests of the Agricultural Stakeholder Director.
- One regular and one alternate member representing the interests of the Tribal Stakeholder Director.
- One regular member and one alternate member representing each entity added to the MOU pursuant to section 3.2, to be appointed by that entity's governing board.

Each regular member and each alternate member will serve at the pleasure of the appointing entity and each may be removed and replaced at any time by the appointing entity's governing board, with a replacement designated by notice to the Parties.

TAC members shall serve until replaced by the appointing authority.

Committee Roles for Chair and Vice-Chair

The TAC shall annually elect a Chair and Vice-Chair.

The Chair shall:

Preside over meetings;

Coordinate with staff on agenda development;
Serve as liaison to the Board.
The Vice-Chair shall act in the absence of the Chair.

Staff Support

The General Manager (or designee) shall provide administrative and technical support to the TAC.

Ad Hoc Committees

The TAC may establish ad hoc working groups, subject to coordination with the Chair and General Manager, to address specific technical issues.

Ad hoc groups shall be temporary and advisory in nature; Participation may include non-TAC subject matter experts; Ad hoc groups shall report findings back to the TAC.

- 3.2. Addition of Parties. Additional parties may become a Party through TAC member agreement and recommendation for action by the Board of Directors.
- 3.3. Withdrawal of Parties. A Party may withdraw from the MOU or be removed from the MOU by: (a) unanimous action by the other Parties' governing boards, or (b) written notice to the other Parties from the governing board of the Party leaving the MOU. Additionally, a TAC member may be removed if they miss more than three consecutive meetings.
- 3.4. Meetings, Notice and Brown Act Compliance. The TAC meetings will comply with the Ralph M. Brown Act (Government Code, §§ 54950-54963 (the "Brown Act")). The Committee will hold its first meeting as directed by the Board of Directors. The time, place and manner of holding meetings will be prescribed by the TAC and announced by email to the TAC and all interested parties. The TAC will hold meetings as frequently as directed by the Board of Directors. Special TAC meetings may be called by the TAC members, provided that notification to the public is made in accordance with the Brown Act.
- 3.5. Compensation. Regular TAC members shall be compensated as provided in Article 5.2.14 of the Joint Powers Agreement of the UVBGSA, including as amended.
- 3.6. Rules. Subject to approval by the Board of Directors in accordance with the Brown Act, the TAC may adopt such other rules as it may deem necessary for the transaction of its business.
4. Termination. This MOU will be effective as of the effective date above and will remain in effect until terminated by a majority vote by the UVBGSA Board of Directors, or a unanimous vote of the TAC members.
5. Additional Matters of Mutual Interest. The following activities have been identified as additional matters of mutual interest to the Parties. The TAC may add, remove or modify this list at any time without amending this MOU.

- United States Geological Survey Russian River Watershed study/coupled surface water/groundwater model development.
- Data sharing and collaboration to support an update of Upper Russian River/Lake Mendocino reliability study.
- Coordination of monitoring programs that will be used to support implementation of SGMA.
- Improved water management and forecast informed reservoir operations for Lake Mendocino.
- Evaluation of new water supply projects (e.g., recycled water, conjunctive use programs) that are aligned with the purposes and goals of SGMA and that will improve Upper Russian River/Lake Mendocino water supply reliability.
- Promotion of conservation and water use efficiency to promote water supply resiliency.
- Pursuing Upper Russian River drought contingency plans to reduce impacts of water shortages.
- Collaboration and coordination related to Potter Valley Project relicensing process.
- Coordination to jointly pursue funding opportunities to support initiatives of mutual interest.

6. General Provisions.

- 6.1. Joint Authorship and Interpretation. This MOU will be deemed to have been prepared equally by all of the Parties, so its terms, individually and as a whole, will not be interpreted against any Party on the grounds that a Party prepared those terms.
- 6.2. Amendment. This MOU may be amended as circumstances necessitate by a written amendment executed by representatives of all of the Parties.
- 6.3. Compliance with Laws. Each Party will comply with all laws, regulations, orders and other legal obligations applicable to its actions under this MOU.
- 6.4. Notices. All notices given by a Party under this MOU will be deemed to have been given and received by another Party: (a) immediately upon personal delivery; (b) three business days after the notice is deposited in the U.S. mail, with adequate first-class postage prepaid; or (c) the business day following facsimile or e-mail transmission, with return receipt requested and received. The following are the Parties' representatives and contact information for purposes of notices under this MOU:

UVBGS

501 Low Gap Rd., Room 1010
Ukiah, CA 95482

UVWA

[ADDRESS]

COUNTY OF MENDOCINO

[ADDRESS]

CITY OF UKIAH

300 Seminary Ave.
Ukiah, CA 95482

RRFC

[ADDRESS]

Any Party may change its above referenced representative or contact information by notifying the other Parties of the change.

6.5. Legal Capacity and Signatures. Each individual executing this MOU as a Party's representative represents that he or she has the legal authority to do so on that Party's behalf. This MOU and any amendments may be signed in counterparts and by facsimile or PDF signatures.

6.6. No Commitment to Actions with Environmental Impacts. The Parties do not intend to make, and nothing in this MOU makes, any commitment to any action that could cause a physical change in the environment. To the extent there is any dispute about whether any term of this MOU represents a commitment to such an action, that term will be interpreted as not involving such a commitment. No Party subject to the California Environmental Quality Act (Public Resources Code §§ 21000-21189.3 ("CEQA")) will make a commitment to any such action before conducting and completing any environmental analysis required by CEQA.

6.7. Integration. This MOU states the Parties' entire agreement concerning its subject matter and incorporates and supersedes any prior agreements, representations, negotiations or understandings concerning that subject matter.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date of the last signature.

UVBGSA:

By: _____

Name: _____

Title: _____

Date: _____

UVWA:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MENDOCINO:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF UKIAH:

By: _____

Name: _____

Title: _____

Date: _____

RRFC:

By: _____

Name: _____

Title: _____

Date: _____



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Ordinance Amending Section 1166 of the Ukiah City Code Regarding Design Review Board Meetings, Rules, and Records.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Proposed Ordinance

Summary: The City Council will consider adopting an ordinance to amend Section 1166 of the Ukiah City Code regarding Design Review Board meetings, rules, and records.

Background: The Design Review Board (DRB) was established in 2012 in response to the elimination of the Redevelopment Agency (RDA). The DRB serves in an advisory capacity to City staff, the Zoning Administrator, the Planning Commission, and the City Council on the architecture and design of structures, site planning, and other urban design matters within the city. The DRB also assists with implementation of the Ukiah General Plan and helps ensure the orderly growth and development of the city.

On March 18, 2026, Staff brought an item to the City Council to modify the DRB's meeting schedule to one regular annual meeting, with special meetings scheduled throughout the year as projects become ready for review. The proposal was based on the DRB having met only one to three times per year in recent years. Regularly scheduled meetings that are ultimately canceled require staff time and also require DRB members to keep dates available for meetings that may not occur.

During the March meeting, the Planning Commission Chair and members of the public submitted written comments to the Council suggesting that the DRB's scope of work first be reviewed prior to making changes to the meeting schedule. The Council therefore directed Staff to return to the DRB and Planning Commission for further discussion and recommendations before bringing the item back to Council.

Discussion: Staff scheduled a discussion with the DRB, which met on June 25, 2026, to discuss the proposed meeting schedule and scope of the DRB. By a unanimous 4-0 vote (1 vacancy), the DRB recommended holding two regular meetings each year, including one annual joint meeting with the Planning Commission, with special meetings scheduled as needed throughout the remainder of the year. Special meetings could be scheduled for any new business items, including but not limited to, the review of the design of minor and major site development permit projects, the review and/or approval of mural permits, and the filling of vacancies. The DRB also determined that no changes to its existing scope or purpose were necessary.

On July 8, 2026, the Planning Commission considered the DRB's recommendations. The Planning Commission expressed support for maintaining the DRB's existing scope and for the modified meeting schedule, including the annual joint meeting with the Planning Commission.

At the Council meeting of September 2, 2026, City Council unanimously introduced an ordinance by title only to amending Section 1166 of the Ukiah City Code regarding Design Review Board meetings, rules, and

records.

Staff now requests Council adopt the ordinance (Attachment 1) amending Section 1166 of the Ukiah City Code regarding Design Review Board meetings, rules, and records. If adopted, the ordinance will go into effect in 30 days.

Recommended Action: Adopt an ordinance amending Section 1166 of the Ukiah City Code regarding Design Review Board meetings, rules, and records.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director and Darcy Vaughn, City Attorney

STRATEGIC PLAN (SP): SP 5B - Develop open communication and workflow practices that cultivate invested team members and community awareness/involvement.

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 1, CHAPTER 3, ARTICLE 4B, SECTION 1166 OF THE UKIAH CITY CODE, PERTAINING TO MEETINGS; RULES; RECORD FOR THE DESIGN REVIEW BOARD

The City Council of the City of Ukiah hereby ordains as follows:

1. Ukiah City Code Section 1166 is amended to read as follows:

§1166: MEETINGS; RULES; RECORD: The Board shall hold two regular meetings each year, one of which shall be a joint meeting with the Planning Commission, and may hold special meetings as needed, at a time and place established by the Board, unless a regular meeting is canceled due to a lack of business or lack of a quorum. The Board shall adopt rules for the conduct of business and shall keep a written record of its findings and determinations, and overall business, which record shall be a public record. The City Manager may assign a City staff member to serve as the Board's recording secretary, who shall prepare minutes for the Board's approval. Alternatively, if no recording secretary is assigned to the Board, the Board may assign meeting recording duties to a Board member, who shall prepare minutes for the Board's approval.

2. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on September 2, 2026 by the following roll call vote:

AYES: Councilmembers Crane, Rodin, Criss, Orozco, and Mayor Sher.
NOES: None.
ABSENT: None.
ABSTAIN: None.

Adopted on _____, 2026 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Amending the Appendix to the Conflict of Interest Code to Reflect a Current List of Economic Disclosure Filers.

DEPARTMENT: City Clerk

PREPARED BY: Araceli Sandoval, Deputy City Clerk

PRESENTER: Araceli Sandoval, Deputy City Clerk

ATTACHMENTS:

1. Exhibit A - redline
2. 45-day Notice
3. Proposed Resolution with Exhibit A - clean

Summary: The City Council will consider adopting a resolution amending the appendix to the Conflict of Interest Code to reflect a current list of economic disclosure filers.

Background: Each even-numbered year, the Fair Political Practices Commission (FPPC) asks city clerks to conduct a biennial review of the agency's Conflict of Interest Code, which determines what employees within the organization, and contractors working for the organization, must file economic disclosure forms, also known as Form 700. The last time an amendment to the City of Ukiah's Conflict of Interest Code appendix was made was on September 21, 2022

On June 3, 2026, the City Council directed the City Clerk to modify the Conflict of interest code per the FPPC guidelines, seek review from the City Attorney, provide a 45-day public comment period for the suggested changes, and schedule – if necessary - a public hearing to consider adoption of the modified Conflict of Interest Code.

Using the guidelines provided by the FPPC, the City Clerk along with the Human Resources Director have added new designations, new positions, modified titles, and deleted old positions. These changes are shown on the redlined version of the current Code Appendix (Attachment 1), and were reviewed by the City Attorney.

Per the guidelines, an email with a 45-day comment period was distributed among all employees on July 16, 2026 (Attachment 2). Per the notice deadline of August 16, 2026, no public hearing was requested, and no comments were received.

Discussion: Staff is recommending that Council adopt the Resolution (Attachment 3 – with clean copy of appendix as Exhibit A) amending the appendix to the Conflict of Interest Code to reflect the current designations and list of economic disclosure positions.

Recommended Action: Adopt Resolution amending the appendix to the Conflict of Interest Code to reflect a current list of economic disclosure filers.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sheri Mannion, Human Resources Director and Kristine Lawler, City Clerk

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

APPENDIX TO CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES FOR CONFLICT OF INTEREST CODE
EXHIBIT A

DISCLOSURE CATEGORIES	POSITION	REPORTABLE BUSINESS
1. Full Disclosure for High Level Officials with Broad and Indefinable Duties	Mayor*, Councilmembers*, City Manager*, City Attorney*, City Treasurer*, Finance Director* , Planning Commissioners*, Deputy City Manager, Assistant City Attorney , Finance Director , Police Chief, Fire Chief, Fire Marshal , Community Development Director, Community Services Director , Police Captain , Public Works Director/City Engineer, Risk Manager/HR Director, Electric Utility Director, Water Resources Director, Building Board of Appeals, Demolition Permit Review Committee, Design Review Board, Investment Oversight Committee; Traffic Engineering Committee	All investments and business positions in business entities, sources of income (including receipt of gifts, loans, and travel payments) from businesses doing business with the City of Ukiah, and real property located within the city or within one mile of the city limits.
2. Procurement Decisions – Agency-wide Authority	City Clerk, Senior Deputy City Clerk , Deputy City Clerk , Deputy Public Works Director, Senior Civil Engineer (two positions), Associate Engineer, Financial Services Manager, Purchasing Manager , Buyer Land II, Finance Controller (three positions), Fleet and Facilities Maintenance Manager, Assistant Finance Director, Emergency Management Coordinator, Senior Management Analyst - City Manager's Office (two positions)	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Agency.
3. Procurement Decisions – Limited Authority	Airport Manager, Recreation Supervisor (two positions), Community Services Supervisor, Museum Director, Assistant Electric Utility Director, Electric Superintendent, Senior Power Engineer, Water Treatment Plant Supervisor, Wastewater Treatment Plant Supervisor, Water/Sewer/Streets Supervisor , Water and Sewer Distribution Supervisor , Parks and Streets Superintendent, Deputy Director of Water Resources , Assistant Billing and Collections Manager (two positions), Police Lieutenant (two positions), Police Communications and Records Manager, Fire Battalion Chiefs (three positions)	Investments and business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the position's Department/Division/Unit.
4. Information Technology	Information Technology (IT) Manager (two positions), Senior Information Technology Network Specialist , Senior Information Technology Specialist - Security Administrator, Senior Information Technology Specialist - Network Administrator	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides information technology or telecommunication goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, data processing firms and media services.
5. Grant Funding	Project Administrator , Management Analyst , Grant Coordinator Housing and Grants Manager, Housing and Grants Coordinator, Urban Forest Manager	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the Agency.
6. Regulatory/Licenses/Permits	Chief Building Official, Building Inspector, Fire Inspector, Code Enforcement Officer	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.

Updated 7/14/26

* 87200 Filer; Included solely for disqualification purposes. Disclosure requirements imposed by Government Code Section 87200. Solely required to complete Form 700 or any successor form. (See 2 C.C.R. §18730, Section 3.)

Note: If the City hires "consultants" as defined in 2 C.C.R. §12700, whether or not the consultant has a disclosure obligation and the extent of that obligation will be determined in accordance with the City Manager Consultant Disclosure Policy as adopted on June 7, 2007. Pursuant to that policy, the City Clerk shall forward a copy of this determination to the Fair Political Practices Commission (FPPC).

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE
OF THE CITY OF UKIAH

NOTICE IS HEREBY GIVEN that the City of Ukiah, pursuant to the authority vested in it by section 87306 of the Government Code, proposes amendment to its conflict of interest code. A comment period has been established commencing on July 16, 2026, and closing on August 31, 2026. All inquiries should be directed to the City Clerk's office.

The City of Ukiah proposes to amend its conflict of interest code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the conflict of interest code include: adding new positions; revising/updating the titles of existing positions; deleting titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and also making other technical changes.

The proposed amendment is attached, and explanation of the reasons can be obtained from the City Clerk's office.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than August 30, 2026, or at the conclusion of the public hearing, if requested, whichever comes later. At this time, no public hearing is scheduled. A person may request a hearing no later than August 16, 2026.

The City of Ukiah has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to: Kristine Lawler, City Clerk, klawler@cityofukiah.com, 707-463-6217

APPENDIX TO CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES FOR CONFLICT OF INTEREST CODE
EXHIBIT A

DISCLOSURE CATEGORIES	POSITION	REPORTABLE BUSINESS
1. Full Disclosure for High Level Officials with Broad and Indefinable Duties	Mayor*, Councilmembers*, City Manager*, City Attorney*, City Treasurer*, Finance Director* , Planning Commissioners*, Deputy City Manager, Assistant City Attorney , Finance Director , Police Chief, Fire Chief, Fire Marshal , Community Development Director, Community Services Director , Police Captain , Public Works Director/City Engineer, Risk Manager/HR Director, Electric Utility Director, Water Resources Director, Building Board of Appeals, Demolition Permit Review Committee, Design Review Board, Investment Oversight Committee; Traffic Engineering Committee	All investments and business positions in business entities, sources of income (including receipt of gifts, loans, and travel payments) from businesses doing businesses with the City of Ukiah, and real property located within the city or within one mile of the city limits.
2. Procurement Decisions – Agency-wide Authority	City Clerk, Senior Deputy City Clerk , Deputy City Clerk , Deputy Public Works Director, Senior Civil Engineer (two positions), Associate Engineer, Financial Services Manager, Purchasing Manager , Buyer and II, Finance Controller (three positions), Fleet and Facilities Maintenance Manager, Assistant Finance Director, Emergency Management Coordinator, Senior Management Analyst - City Manager's Office (two positions)	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Agency.
3. Procurement Decisions – Limited Authority	Airport Manager, Recreation Supervisor (two positions), Community Services Supervisor, Museum Director, Assistant Electric Utility Director, Electric Superintendent, Senior Power Engineer, Water Treatment Plant Supervisor, Wastewater Treatment Plant Supervisor, Water/Sewer/Streets Supervisor , Water and Sewer Distribution Supervisor , Parks and Streets Superintendent, Deputy Director of Water Resources , Assistant Billing and Collections Manager (two positions), Police Lieutenant (two positions), Police Communications and Records Manager, Fire Battalion Chiefs (three positions)	Investments and business positions in business entities, and sources of income and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the position's Department/Division/Unit
4. Information Technology	Information Technology (IT) Manager (two positions), Senior Information Technology Network Specialist , Senior Information Technology Specialist - Security Administrator, Senior Information Technology Specialist - Network Administrator	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides information technology or telecommunications goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, data processing firms and media services
5. Grant Funding	Project Administrator , Management Analyst , Grant Coordinator Housing and Grants Manager, Housing and Grants Coordinator, Urban Forest Manager	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the Agency.
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Updated 7/14/26

* 87200 Filer; Included solely for disqualification purposes. Disclosure requirements imposed by Government Code Section 87200. Solely required to complete Form 700 or any successor form. (See 2 C.C. R. §18730, Section 3.)

Note: If the City hires "consultants" as defined in 2 C.C.R. §12700, whether or not the consultant has a disclosure obligation and the extent of that obligation will be determined in accordance with the City Manager Consultant Disclosure Policy as adopted on June 7, 2007. Pursuant to that policy, the City Clerk shall forward a copy of this determination to the Fair Political Practices Commission (FPPC).

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE APPENDIX TO THE CONFLICT OF INTEREST CODE

WHEREAS,

1. The Political Reform Act, Government Code § 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and
2. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 C.C.R. § 18730) containing the terms of a standard conflict of interest code, which can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Act; and
3. On March 6, 1991, in Resolution No. 91-46, the City Council adopted the standard conflict of interest code by reference; and
4. Resolution No. 91-46 contained an Appendix which set forth the disclosure categories for the various positions in the City of Ukiah government who make decisions that could affect an economic interest; and
5. Under Government Code § 87306.5 every other year beginning in 1992, the City Council must either amend its City Code or determine that no amendments are necessary; and
6. Various designations, job titles, and duties have changed since the Appendix was last modified on September 21, 2022, and the Appendix requires amendment to reflect the currently effective job titles and duties within the City of Ukiah.

NOW, THEREFORE, BE IT RESOLVED, that this Resolution supersedes all other resolutions establishing the Appendix to the Conflict of Interest Code in the City of Ukiah and the attached Appendix (Exhibit A) to the Conflict of Interest Code is hereby adopted, effective September 16, 2026, and shall remain in effect until further amended by resolution of the City Council.

PASSED AND ADOPTED this 16th day of September, 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk

APPENDIX TO CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES FOR CONFLICT OF INTEREST CODE
EXHIBIT A

DISCLOSURE CATEGORIES	POSITION	REPORTABLE BUSINESS
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4. Information Technology	Information Technology (IT) Manager (two positions), Senior Information Technology Specialist - Security Administrator, Senior Information Technology Specialist - Network Administrator	Investments and business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) if the business entity or source provides information technology or telecommunication goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, data processing firms and media services.
5. Grant Funding	Housing and Grants Manager, Housing and Grants Coordinator, Urban Forest Manager	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the Agency.
6. Regulatory/Licenses/Permits	Chief Building Official, Building Inspector, Fire Inspector, Code Enforcement Officer	Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.

Updated 7/14/26

* 87200 Filer; Included solely for disqualification purposes. Disclosure requirements imposed by Government Code Section 87200. Solely required to complete Form 700 or any successor form. (See 2 C.C.R. §18730, Section 3.)

Note: If the City hires "consultants" as defined in 2 C.C.R. §12700, whether or not the consultant has a disclosure obligation and the extent of that obligation will be determined in accordance with the City Manager Consultant Disclosure Policy as adopted on June 7, 2007. Pursuant to that policy, the City Clerk shall forward a copy of this determination to the Fair Political Practices Commission (FPPC).



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving an Application for Statewide Park Development and Community Revitalization Program Grant Funds for Development of a Wagenseller Neighborhood Park.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Director

PRESENTER: Jake Burgess, Community Services Director

ATTACHMENTS:

1. Site Map for Wagenseller Park
2. Community Fact Finder Report
3. Proposed Resolution

Summary: City Council will consider adopting a Resolution approving an application for Statewide Park Development and Community Revitalization Program grant funds for development of a Wagenseller neighborhood park.

Background: The City of Ukiah's 2040 General Plan recognizes parks, recreation facilities, and accessible public spaces as important components of a healthy and equitable community. The General Plan provides direction to evaluate disparities in access to parks and recreation facilities and to identify areas of the community that are underserved. The General Plan supports recreation land uses with generally unrestricted public access, including public parks and recreation facilities. It also establishes a goal of creating a connected park system that links neighborhoods, parks, trails, and open space and improves access to recreational opportunities throughout the community.

A comprehensive Parks Gap Analysis was completed in 2025 to evaluate the distribution, accessibility, and equity of Ukiah's existing park system. The Parks Gap Analysis identified the Wagenseller neighborhood as one of Ukiah's underserved areas with respect to access to park and recreation facilities. The study recommended pursuing options to create a park within the underserved, low-income Wagenseller neighborhood and identified improving park access in low-income communities as a priority for the City of Ukiah's park system. The need for additional park space in the Wagenseller neighborhood is also consistent with the broader goals and policies of the Ukiah 2040 General Plan.

In addition to addressing a geographic gap in the City's park system, development of a neighborhood park in the Wagenseller area would advance broader objectives related to equity, public health, recreation, social connection, and neighborhood quality of life. The Parks Gap Analysis recognizes that parks serve not only as recreational facilities, but also as gathering places that contribute to social capital, community identity, and opportunities for interaction among residents. The analysis further identifies connectivity between parks and neighborhoods, including pedestrian and bicycle access, as an important component of maximizing the value and accessibility of the City's park system.

The proposed development of a publicly accessible park in the Wagenseller neighborhood would respond directly to a documented deficiency identified through the City's 2025 Parks Gap Analysis while implementing the 2040 General Plan's broader direction to provide equitable access to parks, recreation, open space, and public amenities. Establishing a park in this area would help address a longstanding gap in neighborhood-level

recreational opportunities and provide residents with accessible space for recreation, gathering, and community activities.

Discussion: The California State Parks Statewide Park Development and Community Revitalization Program (SPP), Round 5 provides approximately \$188.5 million available statewide for projects ranging from \$200,000 to \$8.5 million. No local matching funds are required. The application deadline is December 17, 2026, and the project must be completed by June 2031.

Staff has identified the development of a new park at 300 North Perkins Street in the Wagenseller neighborhood as an eligible project for this grant funding (Attachment 1). The location consists of two properties along Mason Street and one property north of Clara Ave. that are immediately adjacent to the rail trail (APNs 002-193-44-00, 002-151-10-00, and 180030-RW) and are managed by the City of Ukiah under an exclusive license agreement with the Great Redwood Trail Authority. The project location is particularly well suited to the objectives of the grant program and falls within the State Park Program Community Fact Finder guidelines for median household income, number of people below poverty, and ratio of park acres per 1,000 residents within a half-mile radius (Attachment 2).

The proposed park location presents an opportunity to convert an unused area along the Great Redwood Trail into a productive public asset that directly benefits an underserved neighborhood. Development of the site as a park would also allow the City to plan the property as a purpose-built neighborhood gathering and recreation space rather than continuing to maintain an underutilized parcel without a defined public use. Because the site is located within the Wagenseller neighborhood, its development could provide a relatively direct and visible response to the park-access deficiency identified through the Parks Gap Analysis. The project would also provide an opportunity to incorporate community input into the design of the park and select amenities that respond to the needs of nearby residents.

The proposed park location is well positioned to serve a growing area of Ukiah's community core. Significant public and institutional investments are occurring in the surrounding area, including the new Mendocino County Courthouse location and Mendocino College student housing. These facilities will add to the existing infrastructure of the Mendocino County Library and Adventist Health Ukiah Valley Medical Center in the area.

Upon adoption of the Resolution, Staff will proceed with the planning, community outreach, budgeting, and other necessary steps associated with preparing the grant application. The City has engaged with area stakeholders, including the Great Redwood Trail Authority, regarding the proposed project to ensure that the park concept is consistent with long-term plans for the area. A linear park at this location is identified as part of the Great Redwood Trail Authority's Ukiah Corridor Management Plan.

Staff has also considered the long-term operational and maintenance impacts of adding a new park to the City's park system. As the park concept is developed, Staff will continue to engage with other City departments and community stakeholders to incorporate diverse perspectives and ensure the project reflects community needs and priorities before the grant application is submitted.

Staff is recommending Council adopt the Resolution (Attachment 3) authorizing an application for Statewide Park Development and Community Revitalization Program grant funds for development of a Wagenseller neighborhood park.

Recommended Action: Adopt a Resolution approving an application for Statewide Park Development and Community Revitalization Program grant funds for development of a Wagenseller neighborhood park.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: California State Parks Statewide Park Development and Community Revitalization Program

REVENUE: No GRANT: Yes

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

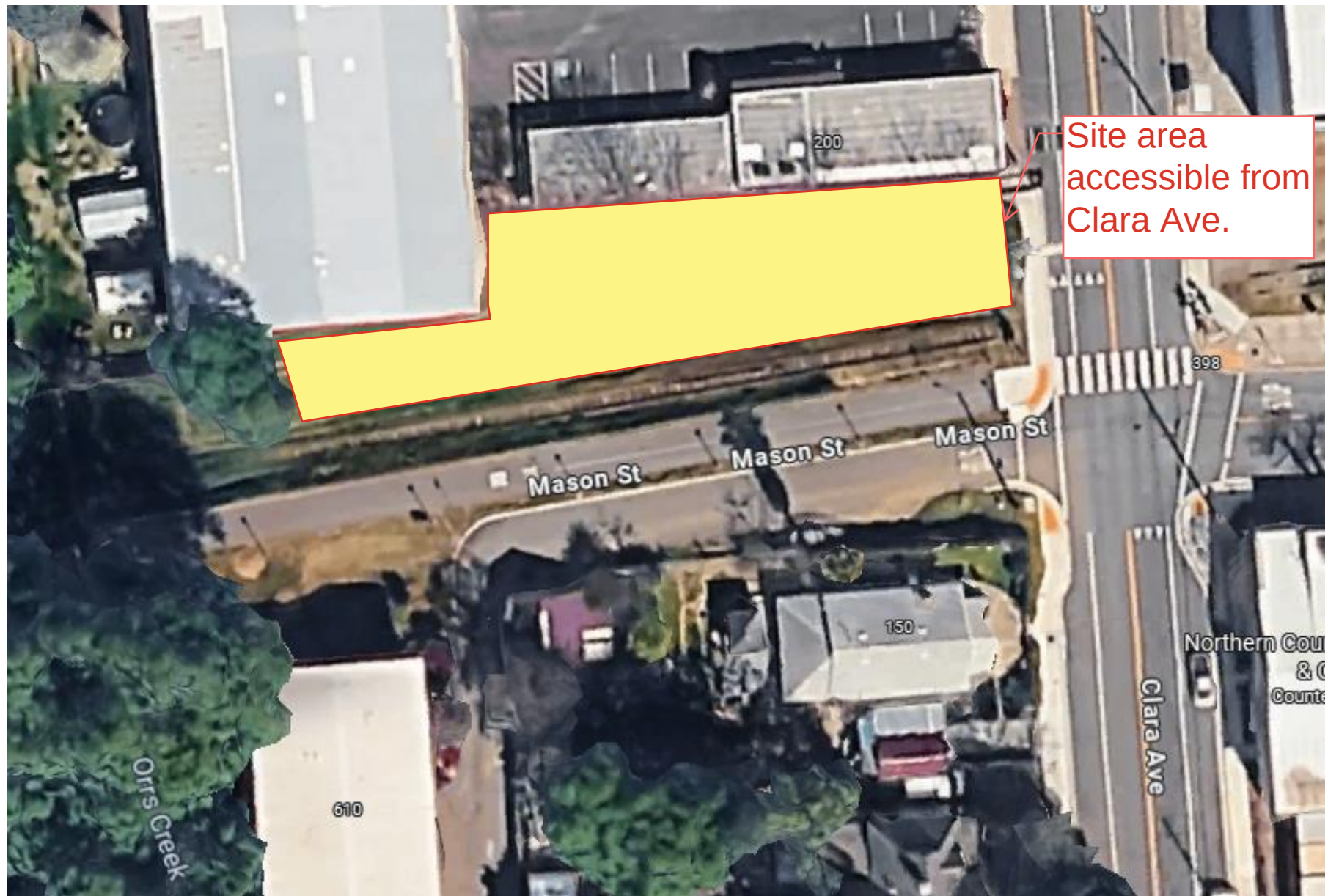
STRATEGIC PLAN (SP): SP 1A - Build neighborhoods that provide access for all to a compatible balance of housing, employment, commercial, medical, education, and recreational resources.

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element.

Approved: 
Sage Sangiacomo, City Manager



Proposed site for new park



Site area
accessible from
Clara Ave.

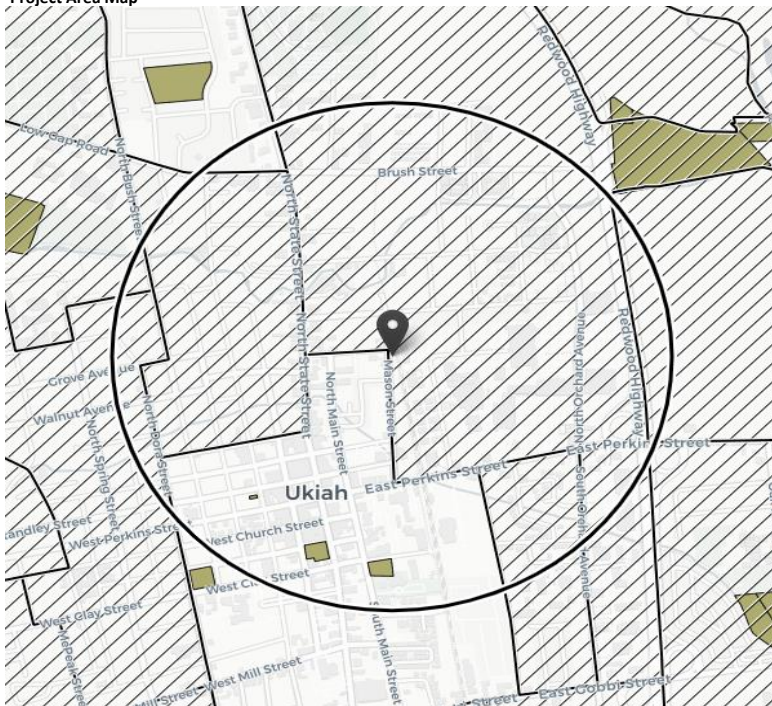
California State Parks Community FactFinder Report

This is your project report for the site you have defined. Please refer to your Project ID below in any future communications

Project ID	Coordinates	Date	Address
117242	39.15403335, -123.20527554	09/09/2026	255 Mason St, Ukiah, CA 95482

Field	Value
Total Population	3,424
Youth Population	871
Senior Population	532
Median Household Income	\$66,185
Per Capita Income	\$34,078
People in Poverty	488
Households Without Access to a Car	263
Parks Total Area	1.68
Parks per 1,000 People	0.4918
High Rank Climate Vulnerability	Wildfire, Flooding

Project Area Map



Map description: Within a half-mile radius around "39.15403335,-123.205275754", there are 1.7 acres of parks shown in green. The circle contains both severely disadvantaged communities and disadvantaged communities. The following high ranking climate vulnerability layers are present within the project circle: Wildfire, Flooding. These high ranking climate vulnerability areas are shown with a diagonal hatch pattern on the map.



SCORP Community FactFinder is a service of the California Department of Parks and Recreation (CDPR)

<https://www.parks.ca.gov/>

SCORP Community FactFinder created by
GreenInfo Network in consultation with
CDPR

<https://www.greeninfo.org/>

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby approves the filing of an application for the Wagenseller Park Project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project;
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project;
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide;
4. Delegates the authority to City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope;
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines;
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED AND ADOPTED this 16th day of September, 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorization for City Manager to Negotiate and Execute Lease Agreement with Ukiah Unified School District for the Use of District Property for a Community Tree Nursery.

DEPARTMENT: Community
Development

PREPARED BY: Aaron Yang, Urban Forest Manager

PRESENTER: Aaron Yang, Urban Forest Manager

ATTACHMENTS:

1. Community_Tree_Nursery_Lease_Final 09082026

Summary: Council will consider authorizing the City Manager to negotiate and execute a lease agreement with the Ukiah Unified School District for the use of district property for a Community Tree Nursery.

Background: The City Council adopted the City's Climate Action Plan to advance climate resilience and sustainability. In 2025, the City of Ukiah was awarded a Cal FIRE Climate Resilient Forests Grant (the "grant") to support the development and implementation of its Urban Forestry Program (the "Program"). In 2026, the City hired its first Urban Forest Manager to lead the Program and manage the grant, followed by the hiring of two Urban Forest Technicians. Together, these three employees, the Urban Forestry "Team," are responsible for implementing key components of the grant and related Program deliverables.

One of the grant deliverables is to expand the City's tree nursery capacity to support current and future tree planting throughout the community and provide a foundation for the Program. Following initial site assessments and coordination with City departments, the Team formed a relationship with staff of the Ukiah Unified School District ("District") to explore opportunities to create a community asset that would benefit both the City and the District. Through this collaborative process, the underutilized tennis courts at Pomolita Middle School were identified as a possible site for a community tree nursery.

Discussion: Developing a community tree nursery at this location would transform an underutilized space into a productive community resource. The nursery would provide space to grow and maintain trees while creating opportunities for future student education, community engagement, and demonstration projects. The proposed agreement (Attachment 1) has been collaboratively developed and revised by both the City and the District, as well as being evaluated by the City Attorney, and reflects a shared commitment to strengthening local partnerships and expanding the benefits of urban forestry throughout the community.

Staff has reviewed the proposed project in accordance with the California Environmental Quality Act (CEQA). The project consists of authorization of a lease with the Ukiah Unified School District and establishment and operation of a Community Tree Nursery on an existing developed portion of the Pomolita Middle School property. Nursery activities would include propagation, storage and care of nursery stock; loading and unloading; temporary or movable nursery equipment and facilities; use of the existing water connection; and minor pavement reduction within the nursery area as provided for by the lease. No building construction or grading is proposed.

The project qualifies for a CEQA Categorical Exemption pursuant to CEQA Guidelines Section 15304, Class 4, Minor Alterations to Land. The proposed nursery would involve minor alteration and use of an existing

developed site for gardening, landscaping and related nursery activities. CAL FIRE previously determined that the broader Ukiah Climate Resilient Forests Project is categorically exempt pursuant to CEQA Guidelines Section 15304 and filed a Notice of Exemption on November 10, 2025 (SCH# 2025110525). Establishment of additional City nursery capacity is included in the executed Climate Resilient Forests grant scope. Staff has reviewed the exceptions identified in the CEQA Guidelines Section 15300.2 and found that no exceptions apply.

The nursery will support the Climate Resilient Forests Grant and be funded through the CAL FIRE Climate Resilient Forests grant. Staff recommends Council authorize the City Manager to negotiate and execute a lease agreement (Attachment 1) with the Ukiah Unified School District to use district property as a Community Tree Nursery for the City's Urban Forestry Program.

Recommended Action: Authorize the City Manager to negotiate and execute the lease agreement with the Ukiah Unified School District for the use of district property for a Community Tree Nursery.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 30023800.54100.18510: \$158,321.25

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CAL FIRE Climate Resilient Forests Grant

REVENUE: No **GRANT:** Yes

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jesse Davis, Chief Planning Officer; Craig Schlatter, Community Development Director; Andrew Trincado, Associate Engineer; Brian Christopher, Parks and Streets Superintendent; Marianne Aranda, Recreation Supervisor

STRATEGIC PLAN (SP): **SP 1C** - Encourage and support an environmentally sustainable and resilient community by embracing new technology, setting policy, and evaluating critical infrastructure. **SP 3B** - Analyze and consider opportunities for regional partnerships that support or improve the delivery of municipal services.

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

Approved:


Sage Sangiacomo, City Manager

LEASE

This Lease is entered into this __1st__ day of __October__, 2026, in Ukiah, California, by and between the **Ukiah Unified School District** ("Lessor" or "District") and the **City of Ukiah, a municipal corporation**, acting through its Community Development Department ("Lessee" or "City"). Lessor and Lessee shall hereinafter individually be referred to herein as "Party" and collectively be referred to as the "Parties."

1. Lease of Premises.

Lessor hereby agrees to lease to Lessee, and Lessee agrees to lease from Lessor, a portion of those certain premises located at the Pomolita Middle School Tennis Courts (South), as well as adjacent storage areas on APN 001-081-11, more particularly depicted and described in the attached Exhibit A ("Premises").

2. Term.

The term of this Lease shall be for a period of two (2) years, beginning on August 1, 2026, and ending on July 31, 2028. This Lease will be automatically extended on the same terms and conditions for successive one-year terms at the expiration of each previous term, unless either Party gives the other Party written notice of termination prior to the expiration of the then-current term. If written notice is given less than thirty (30) days prior to the expiration of the term, this Lease shall be extended to and shall expire thirty (30) days after said notice is given.

3. Holding Over.

Any holding over at the expiration of this Lease may only occur with the express, written consent of Lessor and shall constitute a month-to-month tenancy at a monthly rent equal to that paid during the last month of the Lease term before expiration of the Lease, payable in advance, and otherwise subject to the terms of this Lease. Either Party may terminate any such tenancy by giving the other Party thirty (30) days written notice. Any other holding over shall constitute an unlawful detainer on the part of Lessee.

4. Rent.

Rent shall be One Dollar (\$1.00) per year, payable on August 1 of each year during the term of this Lease and any extension thereof.

5. Utilities.

Lessor agrees to pay all reasonable charges for water used in or on the Premises or charged in connection with Lessee's use of the Premises. The parties acknowledge that nursery operations may require a substantial amount of water, and such ordinary and reasonable water use shall be the responsibility of Lessor. Lessee shall use water in a reasonable manner and shall not waste water or permit excessive water use resulting from negligence, misuse, or failure to properly maintain or promptly report leaks or other

water-related issues. Any water charges or costs resulting from Lessee's waste, negligence, misuse, or failure to address a known water leak or problem shall be the responsibility of Lessee. Lessee will be responsible for the disposal of all waste generated by the use of facilities.

6. Use of Premises.

Lessee shall use the Premises solely to operate a Community Tree Nursery ("Nursery"). The purpose of the Nursery is to support the City's Urban Forestry Program.

Lessee may not use the Premises, or permit the Premises to be used, for any other purpose. Lessee shall not do or permit anything to be done in or about the Premises that will, in any way, obstruct or interfere with the rights of other occupants of the property or of neighboring properties, injure or annoy them, or use or allow the Premises to be used for any improper or unlawful purpose. Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises, or commit any waste in or on the Premises. Lessee shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the Premises or any personal property therein, or cause a cancellation of any insurance policy covering the Premises, any part of it, or any personal property therein. Lessee shall not use the Premises in any manner that violates federal law, state law, or any other law applicable to the Premises.

7. Maintenance and Repair.

The rights and responsibilities of Lessor and Lessee with respect to the condition of the Premises are as follows:

a. Except to the extent caused by Lessor's negligence or willful misconduct, Lessee shall be solely responsible for the cost of any repair or maintenance to the Premises resulting from the negligent acts or omissions of Lessee, and its officers, agents, employees, invitees, suppliers, or contractors. If Lessee fails to perform such maintenance or repair within thirty (30) days after receipt of Lessor's notice of the need therefor (or such longer period as is reasonably required given the nature of the maintenance or repair, but in any event, no longer than sixty (60) days unless otherwise agreed to in writing), then Lessor may elect to perform such repair or maintenance itself, at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for the cost of such maintenance or repair within thirty (30) days after receipt of Lessor's invoice therefor, together with reasonable supporting documentation of the costs incurred by Lessor in performing such maintenance or repair.

b. Lessee acknowledges that it has inspected the Premises, including all equipment and personal property subject to this Lease, and agrees that they are in good condition and acceptable working order for the intended use as a Community Tree Nursery.

Lessee shall make no alterations to the Premises without the prior written consent of Lessor. Any alteration made to the Premises by Lessee after Lessor's consent has been given and any fixtures installed as a part of that work will, at

Lessor's option, become Lessor's property on the expiration or termination of this Lease; provided, however, that Lessor shall have the right to require Lessee to remove any such fixtures at Lessee's cost on expiration or termination of this Lease.

c. Lessor acknowledges and consents to pavement reduction efforts associated with underutilized recreation infrastructure and paved areas within the Premises. Pavement reduction work shall be performed in accordance with a scope of work approved in writing by both Parties prior to commencement. Such consent shall constitute the prior written consent required under subsection (b) above for purposes of the approved pavement reduction work.

d. Upon expiration or termination of this Lease, Lessee shall not be required to restore pavement or recreation infrastructure removed pursuant to the approved pavement reduction work described in subsection (c). Lessor accepts the Premises in their converted condition at the end of the Lease term. Lessee shall remove all nursery stock, containers, equipment, and personal property from the Premises within sixty (60) days of expiration or termination, and shall leave the Premises in a clean, safe, and orderly condition.

8. Site access and operations schedule

The Parties intend the Premises to serve as a shared resource for the City and the community. The following provisions govern Site access of the Premises:

a. The District may, upon approval of the City's Urban Forest Manager, schedule and conduct educational activities on the Premises, including but not limited to classes, field trips, and training sessions related to tree care, environmental science, horticulture, and nursery operations. Such activities shall be coordinated with the City in advance and shall not unreasonably interfere with nursery operations. The District shall ensure that all participants comply with safety rules and guidelines established by the City for nursery operations.

b. The City and its employees shall have unrestricted operational access to the Premises for purposes consistent with this Lease. The City shall coordinate with the District regarding activities that may affect school operations, student safety, or shared access areas. The City shall ensure that all employees comply with safety rules and guidelines established by the City and the District for nursery operations.

c. The City and its volunteers shall be permitted operational access to the Premises for purposes consistent with this Lease. The City shall ensure that all volunteers comply with the rules established by the District and the City for nursery operations and with all applicable District visitor and campus safety policies. In addition:

(i) Vetting. Prior to permitting any employee, agent, or volunteer to access the Premises, the City shall conduct, or cause to be conducted, a screening of each such

individual consistent with the requirements applicable to persons with potential contact with pupils, including at a minimum a check of the California Department of Justice Megan's Law database (Penal Code § 290.46), and shall complete any fingerprint-based background clearance and tuberculosis screening when required by the District for such individuals. The City shall not permit any individual to access the Premises who is required to register as a sex offender or who has not cleared the screening required by this subsection.

(ii) Supervision and Identification. Volunteers shall not have unsupervised contact with students. All City personnel and volunteers shall display identification while on campus, and remain within the Premises except as necessary for authorized access and egress.

d. The nursery is a closed facility to the public, all other access besides the City and its employees, may be appointment based with on City and its employees' approval.

e. Normal operating hours are anticipated to be between 7:00 a.m. and 7:00 p.m., unless otherwise coordinated by the Parties. The nursery is closed on or during the City's holidays.

f. The Cypress Drive gate and the adjacent existing storage containers (Structure 1 and Structure 2, as identified in Exhibit A) shall remain accessible to the District at all times without interruption.

g. The City shall coordinate in advance with the District's Director of Maintenance, Operations, and Transportation regarding deliveries when reasonably practicable.

h. The District shall provide the City with reasonable access to the Premises through designated Cypress Drive gate. The City shall be responsible for securing the Premises after each use. Keys, access cards, or gate codes shall not be duplicated or shared except with authorized City personnel.

9. Entry and Inspection.

During the term of this Lease, Lessor may enter the Premises only under the following circumstances:

a. In case of emergency.

b. To inspect the Premises during normal business hours and upon at least twenty-four (24) hours prior notice to Lessee.

c. To make necessary or agreed-upon repairs, alterations, or improvements; to supervise or inspect work performed by Lessee; to inspect the condition of the Premises; to supply necessary or agreed-upon services; or to exhibit the Premises to prospective or actual purchasers, lessees, workers, contractors, or government agencies.

- d. If Lessee abandons or surrenders the Premises.
- e. Pursuant to court order.

10. Damage to or Destruction of the Premises.

Within twenty-four (24) hours of Lessee's knowledge of damage to, or an accident on, the Premises, Lessee shall notify Lessor in writing. Lessee shall provide notice as early as possible if necessary to prevent further damage to the Premises or an imminent risk of injury to persons.

If the Premises are damaged or destroyed to the extent that they are no longer usable for the purposes described in Section 6, either Party may terminate this Lease by giving the other Party thirty (30) days written notice. If the damage is repairable within a reasonable time and at reasonable cost, Lessor shall have the option, but not the obligation, to repair the Premises. If Lessor elects to repair, Lessor shall commence repair within sixty (60) days and complete it within one hundred eighty (180) days of the casualty. If Lessor does not commence or complete repair within those periods, Lessee may terminate this Lease by giving Lessor written notice within ten (10) days after expiration of the applicable period.

In the event of a partial casualty that does not render the Premises unusable, this Lease shall continue and Lessor shall not be obligated to repair or restore the Premises unless Lessor elects to do so. Rent shall not abate during any period of repair.

11. Hazardous Materials.

Lessee will not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in nursery and horticultural operations and are stored and handled in compliance with all applicable environmental laws. Given the proximity of the Premises to school facilities, Lessee shall employ integrated pest management practices and shall favor organic alternatives where practicable. Any use of pesticides, herbicides, or fertilizers with an EPA registration must be approved in advance by the District and must be used in compliance with the Healthy Schools Act. As used in this paragraph, "hazardous substances" means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee shall be responsible for the cost of removal of any contamination caused by Lessee's use of the Premises. Lessee shall not be responsible for any pre-existing contamination on the Premises.

12. Insurance and Indemnification.

Except to the extent caused by Lessor's negligence or willful misconduct, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises. Except to the extent caused by Lessor's negligence or willful misconduct, Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the Premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claim or claims.

Lessee shall, at its own expense, cover the Premises under its insurance with Lessor as an additional covered party under the Memorandum.

- a. Lessee shall procure and maintain in force at its expense during the term of this Lease and any extension thereof, commercial general liability insurance or equivalent municipal coverage adequate to protect against liability for damage claims arising out of Lessee's use of or activities on the Premises. The coverage shall include, at a minimum, general liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, or equivalent coverage through a municipal self-insurance pool or joint powers authority. A certificate of insurance or memorandum of coverage shall be delivered to Lessor. Lessee shall obtain a written obligation from its insurer or coverage provider to notify Lessor in writing at least thirty (30) days prior to cancellation or material change in coverage.
- b. Lessor shall be named as an additional insured or additional covered party, as applicable, under Lessee's coverage.
- c. If the insurance or coverage required by this section is not kept in force during the entire term of this Lease, including any extension, Lessor may, but shall have no obligation to, procure the necessary insurance and pay the premium, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

13. Abandonment of Premises.

Lessee shall not vacate or abandon the Premises during the term of this Lease. If Lessee vacates the Premises for more than ninety (90) consecutive days without prior written notice to Lessor, the Premises shall be deemed abandoned. If Lessee abandons the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises will be deemed to be abandoned, at the option of Lessor.

14. Trade Fixtures.

Any and all improvements made to the Premises during the term of this Lease shall belong to Lessor, except trade fixtures of Lessee. Lessee may, upon termination, remove all its trade fixtures, but shall pay for all costs necessary to repair any damage to the Premises occasioned by the removal.

15. Assignment and Subletting.

Lessee shall not assign this Lease or sublet all or any portion of the Premises unless Lessee first obtains the written consent of Lessor. The consent of Lessor to any one assignment or subletting shall not be deemed to be a consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and, at Lessor's option, be deemed a material breach of this Lease. This Lease shall be binding on and shall inure to the benefit of the

successors and assigns of Lessor and Lessee. Lessor may use the Premises for District purposes, when scheduled in advance and coordinated with the City.

16. Lessor's Transfer of Title.

In the event of a transfer of Lessor's title to or interest in the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as Lessor under this Lease, and the original Lessor shall be released of all further liability.

17. Default.

Lessor and Lessee agree that every condition, covenant, and provision of this Lease is material and reasonable. For any monetary default by Lessee, Lessor may serve upon Lessee a written ten (10) day notice demanding that Lessee cure the default. For any non-monetary default by Lessee, Lessor may serve upon Lessee a written thirty (30) day notice that describes the breach and demands that Lessee cure the default; provided that if the nature of the default reasonably requires more than thirty (30) days to cure, Lessee shall not be in default if Lessee commences the cure within the thirty-day period and diligently pursues it to completion, but in no event longer than sixty (60) days unless otherwise agreed in writing. If Lessee does not cure the default within the applicable cure period, this Lease shall be terminated. The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

18. Governing Law and Venue.

This Lease shall be governed by the laws of the State of California. Venue for any action brought to enforce the provisions of this Lease shall be the Superior Court for the County of Mendocino.

19. Waiver.

No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

20. Notices.

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either Party by the other Party shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed or any managing employee of that Party, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to said Party at the address set forth below. Either Party may change its address for purposes of this paragraph by giving written notice of that change to the other Party in the manner provided in this paragraph.

Lessor: Ukiah Unified School District
511 S Orchard Ave,
Ukiah, CA 95482

Lessee: City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

21. Time.

Time is expressly declared to be of the essence in this Lease.

22. Americans with Disabilities Act.

The Parties are aware of the existence of the Americans with Disabilities Act ("Act"), which may require structural modifications. The Parties understand that, to the extent questions or issues arise related to the Act, they will consult with a professional familiar with the requirements of the Act.

23. Authorization to Execute.

Each of the Parties represents and warrants that the person executing this Lease is duly authorized to execute this Lease and bind the Party for which they sign.

24. Entire Agreement.

This Lease constitutes the entire agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the lease term created under this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of the date of execution. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

UKIAH UNIFIED SCHOOL DISTRICT

Signed: _____

By: _____

Its: _____

CITY OF UKIAH

Signed: _____

By: ___ Sage Sangiacomo _____

Its: ___ City Manager _____

EXHIBIT A

THE PREMISES



Description of the Premises

The **Premises** consist of the designated outdoor area to be used for the establishment, operation, and maintenance of the Urban Forestry Nursery, as generally depicted in the attached conceptual site plan (Exhibit A). In the event of any discrepancy between the exhibit and this Agreement, the written boundary description below shall govern.

The Premises are bounded as follows:

- **Northern Boundary:** Beginning at the northwest corner, the northern boundary follows the existing chain-link fencing along the north side of the tennis court enclosure, extending east to the northeast corner of the existing tennis court fence.
- **Eastern Boundary:** From the northeast corner, the boundary continues south along the existing eastern tennis court fence until reaching the point where the existing

fence transitions to the temporary fencing installed for the nursery area. The boundary then continues south along the temporary fencing to the southern boundary.

- **Southern Boundary:** The southern boundary extends west along the temporary fencing constructed for the nursery area and generally follows the northern exterior wall line of **Structure 1** and **Structure 2**. **Structure 1 and Structure 2 are expressly excluded from the Premises and are not included within the nursery lease area or subject to this Agreement.** The boundary continues west to the existing fence adjacent to Cypress Avenue.
- **Western Boundary:** From the southwest corner, the boundary proceeds north along the existing fence line adjacent to Cypress Avenue, continuing along the tree-lined corridor located west of the existing tennis court fence, and returns to the point of beginning at the northwest corner.

Included Improvements

The following facilities and appurtenances are included within the Premises:

- The existing outdoor nursery area enclosed within the boundaries described above.
- The existing **water service connection located at the northwest corner of the tennis court**, which shall be reserved exclusively for nursery operations throughout the term of this Agreement.
- Existing gates, temporary fencing, circulation aisles, and designated loading and unloading areas located within the Premises.

Excluded Areas

The following areas and facilities are expressly excluded from the Premises unless otherwise agreed to in writing by the Parties:

- **Structure 1** and **Structure 2**, including the building footprints and interior spaces.
- All portions of the existing tennis courts located outside the described Premises.
- Public parking areas, sidewalks, roadways, and other City-owned improvements outside the defined boundary.



AGENDA SUMMARY REPORT

SUBJECT: Approval of Purchase of Server Room Cooling System for the Remodel of 501 South State Street from Harold Wells Associates, Inc. in the Amount of \$81,782.72, and Corresponding Budget Amendment.

DEPARTMENT: Community
Development

PREPARED BY: Myles Fisette, Purchasing Manager

PRESENTER: Matt Keizer, Chief Building Official

ATTACHMENTS:

1. HWA Quote

Summary: Council will consider approval of the purchase of Schneider Electric server room cooling equipment from Harold Wells Associates, Inc. in the amount of \$81,782.72 for the Remodel of 501 South State Street, and approval of a corresponding budget amendment.

Background: In September 2025, the City Council awarded a construction contract to DMR Builders for the Remodel of 501 South State Street, Specification No. 25-04, in the amount of \$3,487,850. The project will remodel the former Bank of America building for use as a centralized location for providing municipal services. The original project funding is provided through the Series 2020A Lease Revenue Bonds and Series 2022 Lease Revenue Bonds.

As construction has progressed, Staff identified the need for a dedicated cooling system for the building's server room. The equipment was not included in the original construction bid and must therefore be purchased separately.

Discussion: The server room will house information technology equipment requiring dedicated environmental cooling to maintain appropriate operating conditions. Equipment will include a UPS system, approximately six network switches, a firewall, access-control equipment, patch panels, network cabling, servers, and related infrastructure supporting operations at 501 South State Street and municipal services throughout the City.

The room is being designed as part of the City's long-term strategy to distribute critical technology infrastructure between the Civic Center and 501 South State Street. It will provide additional rack capacity to relocate and replicate server systems currently concentrated at the Civic Center, relieve space, electrical, and cooling demands at that location, and establish a secondary location capable of supporting City operations if either facility experiences an outage.

The two proposed cooling units provide the capacity and operational resiliency required to support the room's server, UPS, network, security, and access-control equipment. Dedicated cooling is necessary to maintain appropriate operating temperatures and reduce the risk of equipment damage or outages affecting City network connectivity, building access, data systems, and other municipal services. Installing the system as

part of the current construction also ensures that the room is properly equipped for its planned operational purpose.

Staff recommends purchasing two Schneider Electric ACRD101S InRow direct expansion cooling units and associated equipment from Harold Wells Associates, Inc. (Attachment 1). The proposed equipment includes condensing units, leak-detection equipment, related accessories, factory startup and assembly services, service support, technical project management, and freight.

The City currently uses Schneider Electric equipment in its other server rooms. Purchasing the same equipment for the 501 South State Street facility will maintain consistency with the City's existing server room infrastructure, allow the equipment to integrate with the City's existing system, and support consistent operation, monitoring, maintenance, and technical support across City facilities.

Harold Wells Associates, Inc. is a direct distributor of the Schneider Electric equipment proposed for this project. Because the City has standardized on Schneider Electric equipment for its server room infrastructure and the proposed equipment must integrate with the City's existing system, Staff recommends the purchase from Harold Wells Associates as a sole-source procurement. Purchasing compatible equipment will avoid the additional costs and operational risks associated with introducing a different system or manufacturer into the City's existing server room environment.

Because this equipment was not included in the original project budget, a corresponding budget amendment is required to provide sufficient appropriation for the purchase.

Recommended Action: Approve the purchase of Schneider Electric server room cooling equipment from Harold Wells Associates, Inc. in the amount of \$81,782.72 for the Remodel of 501 South State Street, and approve a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20824700.80220.18176: \$0

PROPOSED BUDGET AMOUNT: 20824700.80220.18176: \$81,782.72

FINANCING SOURCE: Series 2022 Lease Revenue Bond (Capital Projects)

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2526116

COORDINATED WITH: Matt Keizer, Chief Building Official; Michael Hemry, IT Manager

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): GP-A4 – Public Facilities, Services, and Infrastructure Element, Implementation Programs PFS-6.4 Energy Efficient Municipal Buildings and PFS-8.2 Sustainable Design and Energy Efficiency.

Approved:


Sage Sangiacomo, City Manager



Prepared For: City of Ukiah - BoA Cooling

Quote Number: JH090926-01

Quote Date: 09/09/2026

Subject: Quotation Number JH090926-01 — ACRD101S InRow DX, 300mm, Air-Cooled

On behalf of Schneider Electric (previously APC / MGE UPS Systems), we are pleased to propose the following:

InRow Direct Expansion Cooling:

- ✓ Easy monitoring w/EcoStruxure
- ✓ Self Diagnostic System
- ✓ Low GWP Refrigerant (R32), first Inrow with low GDP
- ✓ 48v DC input supply for telecom (5G application) racks, first Inrow for telecom racks (48v DC)
- ✓ Condensing unit design to support MDC
- ✓ Max capacity 10.0 kW and min. capacity is 1.0 kW (with "P" version) for edge and prefab application
- ✓ Modulating capacity using compressor and fan speed modulating technology
- ✓ Highest efficiency (3.2 SCOP)
- ✓ 5x8 Startup



– Bill of Materials –

Quantity	Item	Description	Typical Dimension (H"xW"xD")	Net Unit Weight (Lbs)
2	AR8580	APC NetShelter Cable Management, Cable Trough, Open Bottom, Black, 297 x 183.6 x 316.2 mm	7 x 12 x 12	5.47
2	ACAC10005	InRow Bridge Partition, Data Cable 300 MM	5 x 16 x 16	8.02
2	ACRD101S	InRow RD101S 300mm DX R32, 100-120V, 200-240V / 1ph / 50/60Hz, CE/UL	78 x 12 x 43	330.69
2	ACAC10063	Liquid Receiver with Heater Kit for -40°C / -40°F outdoor		
2	ACAC10057	Heater Kit for ACCU100 Electronics, -40°C/-40°F		
2	AP9325	APC Leak Sensor - 20 ft (6.1 m)	3 x 7 x 6	0.97
2	ACCU100	Condensing Unit for ACRD101S/P, R32, 200-240V/ 1ph / 50/60Hz, CE/UL	49 x 49 x 20	286.60
2	WSTRTUP5X8-AX-28	Start-up service, for InRow ACRD101x series with R32, 5X8		
2	WASSEM5X8-AX-28	Scheduled assembly service, for InRow ACRD101x series with R32, 5X8		



2	WUPG8HR7X24-AX-00	1 Year 8HR 7X24 Response Upgrade to Existing Service Contract for (1) Cooling Product
2	WUPGEAA-AX-00	1 Yr EAA Prevent Svc Upgrade to FW or Existing Svc Plan for (1) In Row Cooling Unit
Lot	QWPRJ-XXXX	Technical Project Management
Lot	N/A	Freight to jobsite loading dock. Unloading by others.

Price for above :	81,782.72 USD
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UPS PRICING NOTES:

- Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.
- Price quoted includes estimated freight to jobsite loading dock. Unloading by others.
- F.O.B. point: Factory (Chino, CA, Texas, Pennsylvania, other- dependent on product and/or availability)
- Price quoted includes factory start-up assistance and supervision for 3-phase UPS equipment. Start-up performed 8:00am-5:00pm, Monday-Friday unless otherwise noted. Please provide 30 days advance notice to schedule start-up. Start-up includes same day basic operator orientation; it is the customer's responsibility to be present on the day of startup to receive the orientation. A separate return visit for specifically for training is not included. NOTE: Videography of the startup or orientation is not permitted by Schneider Electric policy.
- Load bank rental and testing is not included unless stated otherwise.
- A battery spill containment system is not included unless stated otherwise.
- Price quoted does not include sales tax (if applicable).
- Price quoted does not include any installation (electrical, seismic, mechanical, etc.).
- ANY ORDER PLACED PURSUANT TO THIS QUOTATION SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS SET FORTH AT <https://www.apc.com/us/en/who-we-are/schneider-electric-it-general-terms-of-sale.jsp>
- Any additional or different terms contained in buyer's purchase orders, invoices, confirmations or other documents are hereby rejected and shall not be binding unless Schneider Electric specifically agrees in writing to accept such additions or changes. Cancellation charges will be assessed to any canceled project after it has commenced based on receipt of a letter of intent, authorization to proceed, or written purchase order.
- Payment terms: Net 30 days
- Pricing validity: 30 days
- Delivery: Approximately 18-20 weeks ARO.
- If favored with a purchase order, please address to:

Harold Wells Associates, Inc.
1046 West Taylor Street, Suite 101
San Jose, CA 95126
[email to: joel.hughes@hwapower.com](mailto:joel.hughes@hwapower.com)

Should you have any questions or require additional information, please contact our office.

Joel Hughes



Technical Sales Engineer

Harold Wells Associates, Inc.

1046 West Taylor Street, Suite 101, San Jose, CA 95126

office: (925) 355-9900 ext. 1121 direct: (925) 350-8337

joel.hughes@hwapower.com

www.hwapower.com



AGENDA SUMMARY REPORT

SUBJECT: Adoption of a Resolution Approving Award of an Emergency Contract with Diamond D Construction, LLC in the Amount of \$148,580 for Landslide Mitigation Work at the Pressure Zone 1 Water Storage Tank and Approval of Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Seth Strader, Public Works Management Analyst II

PRESENTER: Jared Walker, Water Resources Director

ATTACHMENTS:

1. PZ1 Expansion 2005-08-03 Council Staff Report
2. 10-15-25 Council Staff Report
3. ALC Proposal
4. DD Proposal
5. PZ1 Plan Spec Profile and Site Plan
6. Emergency Contract Mudslide Mitigation Water Tank Resolution

Summary: Council will consider adoption of resolution approving award of an emergency contract with Diamond D Construction, LLC in the amount of \$148,580 for Landslide Mitigation Work at the Pressure Zone 1 water storage tank and approval of corresponding budget amendment.

Background: In the winter of 2025, a landslide occurred on the ascending slope to the west of the Pressure Zone 1 water tank. This slide deposited material across the access road to the tank and against the tank. The material was removed, slope graded, and some measures were installed to prevent further slides. These precautions were only meant to be temporary to get the slope through the winter and to prevent further damage.

The water tank was originally proposed to be built adjacent to the hill. During construction, this was changed. See Attachment 1 for the change order item and specifications that made this change. See Attachment 2 for a copy of the slide mitigation and winterization performed by Donahoo Construction in winter 2025 during the original emergency declaration.

Discussion: Staff met onsite with two different Geotechnical Engineers from Chandler Koehen Consulting and SHN Engineers & Geologists, both of which have acknowledged that this hillside is unstable. Further stabilization of the slope is required to prevent the need for future preventable slide repair work. Staff has considered options like the modification of the slope geometry through further grading, supporting it with rock anchors, steel netting or with protective barriers to catch material.

Staff met with two contactors, Access Limited Construction (ALC) and Diamond D. Construction, to get estimates for stabilization work. Please see attached estimates from ALC and Diamond D. Construction. ALC's proposal was for \$186,964.90 (Attachment 3) and Diamond D's was \$148,580 (Attachment 4). Diamond D proposes to build a soldier pile and wood lagging wall around the north side of the Pressure Zone 1 water tank (Attachment 5; Work Site Plan). The wall would help prevent slides from impacting the tank and the wood lagging would be able to be replaced as needed or removed to excavate behind the wall and returned. SHN Engineers & Geologists supported this methodology given our timeframe and budget constraints as well as stating this project could be included as part of the permanent fix to the hillside.

Undertaking the competitive bidding process for this project would delay the needed stabilization work until shortly before or even during the start of the rainy season. The onset of the rainy season and the atmospheric river events typical of the rainy season in this area would likely require the stabilization work to pause due to the impossibility of working in those weather conditions and, furthermore, would likely result in slope failure and accompanying public health and safety hazards without the completed installation of the wall and wood lagging by Diamond D. Beyond the emergency mitigation work proposed in this report, staff will seek further geotechnical analysis to assess whether permanent stabilization measures may be necessary.

Staff is requesting that Council adopt a resolution (Attachment 6) approving awarding an emergency contract with Diamond D in the amount of \$148,580 and approval of the corresponding budget amendment in the amount of \$68,580.

If Council adopts the resolution awarding the emergency contract, Section 22050(c)(1) of the Public Contract Code requires that the Council review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the the work is complete, to determine, by a four-fifths vote, that there is a need to continue the work under the emergency contract.

Recommended Action: Adopt resolution approving award of an emergency contract with Diamond D Construction, LLC in the amount of \$148,580 for Landslide Mitigation Work at the Pressure Zone 1 water storage tank and approval of corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 82127113.80230.18531: \$80,000

PROPOSED BUDGET AMOUNT: 82127113.80230.18531: \$148,580

FINANCING SOURCE: Water Reserves

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jared Walker, Water Resources Director

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager

ITEM NO. 6b
DATE: August 3, 2005

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4 TO THE WATER STORAGE EXPANSION PROJECT WITH WESTERN WATER CONSTRUCTORS, INC.

On May 26, 2005, Western Water Constructors, Inc. (WWC) and their earthwork subcontractor, Cats 4U submitted a proposed change to the slope behind the Zone 1 Reservoir to facilitate backfilling behind the tank. The proposed change would have increased the amount of cut slope and removed additional trees. City staff reviewed the proposal and was not able to accept it due to the environmental issues.

Owen Engineering & Management Consultants (OEMC), construction manager for the project, developed an alternative plan. The alternative plan reduces the amount of backfill behind the Zone 1 Reservoir from 20 feet to 3 feet. The purpose of the backfill was to provide an additional site for spoils disposal and is no longer needed. With no back fill, a means of access to top of the reservoir and additional guardrail are needed. WWC will install guardrail and a ladder similar to the one used on the Finished Water Reservoir.

(Continued on Page 2)

RECOMMENDED ACTION: Authorize the City Manager to execute Change Order No. 4 to the Water Storage Expansion Project with Western Water Constructors, Inc.

ALTERNATIVE COUNCIL POLICY OPTIONS: Reject change order and direct staff as to alternatives.

Citizen Advised: N/A.
Requested by: Bernie Ziemianek, Director of Public Utilities
Prepared by: Ann Burck, Project Engineer
Coordinated with: Candace Horsley, City Manager
Attachments: 1. Letter from Owen Engineering and Management Consultants
2. Change Order No. 4

APPROVED: _____

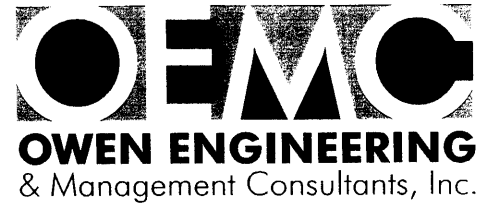
Candace Horsley, City Manager

In accepting the reduction in the amount of required backfill, WWC also agrees not to pursue any claims on the project. WWC had previously informed the City the installation of a slough wall, to protect workers during construction of the Zone 1 Reservoir, resulted from a changed site condition and was therefore, considered extra work. WWC notified the City they intended to file a claim for approximately \$250,000.

The alternate plan proposed by OEMC provides a mechanism to resolve any potential claims from WWC on this project without litigation in exchange for eliminating the Zone 1 Reservoir backfill, which is no longer needed. Therefore, OEMC and Staff recommend the City Council authorize the City Manager to accept Change Order No. 4, a no cost change order, to the Water Storage Expansion Project with WWC.

3377 Coach Lane, Suite K
Cameron Park, CA 95682

Phone 530.677.5286
Fax 530.677.5606



Attachment # 1

July 26, 2005

Ms. Ann Burck
City of Ukiah
Department of Public Utilities
300 Seminary Avenue
Ukiah, CA 95482

Re: City of Ukiah
Distribution System Water Storage Expansion
OEMC Project No. 04-275
Proposed Change Order No. 4

Dear Ann:

Enclosed are two copies of a proposed change order for the Distribution System Water Storage Expansion. The proposed change order has been signed by WWC.

This is the change order for resolving all of the issues of claims made by WWC on this project. We understand that the City Council will be asked to act on this change order. Over the last 7 months we have reviewed and had significant communications with the City regarding the issues. Attached is a summary of events with respect to this change order. We believe this change order is fair and justified.

Therefore, we recommend the City to authorize this change order as soon as possible. Please return one signed copy for us to distribute to WWC. If you have any questions, please contact me directly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Webster J. Owen, Jr.", is written over a horizontal line.

Webster J. Owen, Jr., P.E.
Construction Manager

vb

Enclosures

cc: Sig Hansen, SPH Associates (w/o enclosures)
Shahin Yousefian, OEMC (w/o enclosures)

ZONE 1 RESERVOIR SEQUENCE OF EVENTS – CHANGE ORDER NO. 4

The following is a summary of the facts and events that relate to the back slope at the Zone 1 Reservoir. We have assembled this summary in chronological order. It includes references to conversations with the Design Engineer.

1. The Zone No. 1 Reservoir was designed to be backfilled up to the top of the reservoir. The Design Engineer and City had decided to place the backfill as shown in the construction drawings in order to reduce the amount of surplus excavation and avoid related hauling and disposal costs.
2. The Construction Contract requires the Contractor to excavate and backfill behind the reservoir. Related to this work, the Contractor is required to provide shoring and bracing of the excavation behind the reservoir as needed to provide a safe work space for all employees.
3. The Design Engineer included the geotechnical report as an appendix to the specifications to assist the bidding contractors' in understanding the nature of the rock and soil.
4. In October and November 2004, WWC excavated the site.
5. In late December 2004, a portion of the exposed excavation slid down close to the reservoir under construction. The reservoir Subcontractor asked WWC to make the site safe.
6. In meetings with the City, Contractor, Designer and Geotechnical Consultant over the early weeks of January 2004, it became apparent there was a difference of opinion between WWC and the City (team). WWC indicated they felt there was a changed soil condition and were stopping work on the Zone No. 1 Reservoir and demanding as much as \$277,000 in extra compensation.
7. On behalf of the City, the Designer, Geotechnical Consultant, City staff and OEMC researched the situation and came to the conclusion that the claim was not justifiable. In addition, contacts were made by both WWC and the City to determine how shoring could be installed.
8. In March 2005, WWC proceeded to have shoring installed behind the reservoir noting that they would be submitting a claim. Construction of the reservoir then resumed. The reservoir was completed in June 2005 and is now in service.
9. During Spring 2005, two other "claim" items were also presented by WWC. One claiming that earthwork at the Zone 2 Reservoir required extra work. The other claiming restoration of paving on the golf course was not required by the Contract.
10. In June 2005 in a meeting with the City and the Design Engineer, it was decided that the City had three basic options as how to proceed. They were:
 - Backfill the reservoir in accordance with the Contract Documents, expect a claim to be filed and be prepared to defend against the claim.
 - Reduce the backfill cost by adjusting grades on the uphill side of the reservoir. This idea was discarded due to significant environmental mitigation problems.
 - Swap the cost of the backfill with the cost for WWC to install guardrail and a ladder on the reservoir and place aggregate base of the access road.
11. On July 22, 2005, WWC agreed to the idea of deleting the backfill, installing the guardrail, ladder and aggregate base at no cost, and withdrawing all claims. By withdrawing all claims, this resolves the issues that could be costly for the City to defend even if the City were to prevail on all matters.

Change Order
No. 4Date of Issuance: 07/20/05

Project: City of Ukiah	Owner: City of Ukiah	Owner's Contract No.: PU – 04-08
Contract: Distribution System Water Storage Expansion		Date of Contract: August 4, 2004
Contractor: Western Water Constructors, Inc.		CM's Project No.: 04-275

The Contract Documents are modified as follows upon execution of this Change Order:Description:

This change order resolves all of the claims and issues raised by WWC and in particular these issues of the Zone 1 Reservoir uphill slope, backfilling of the Zone 1 Reservoir, restoration of the access road and slope sluffing uphill of the Zone 1 Reservoir. The consideration from the City being that the Zone 1 Reservoir will not be backfilled. Specific Technical changes are:

1. Backfill adjacent to and on the uphill side of the tank would only be made to depths of 2-3 feet. Road base would be used for the top 6-inches. The backfilled area would be sloped to convey surface drainage around the tank.
2. The waterproofing and Marifi would only be installed up to 6-inches above the finish grades mentioned above.
3. The slough wall would be removed to grade.
4. The "orange fence" on the slope would be removed.
5. Final erosion control measures (e.g. including seeding and mulching) would be installed on slope areas that have not been re-vegetated. Direct drainage from adjacent areas away from the slope. Remove the silt fence.
6. A DYK standard ladder would be added to allow City staff to access the top of the tank.
7. A DYK standard guard rail would be added to extend the guard rail around the entire tank perimeter.
8. The temporary spoils pile adjacent to the existing tank would be used for the backfill and the spoils site would be generally graded to its preconstruction condition.
9. The spoils pile to the east of the existing tank (across the access road) would be graded to finished contours and provide drainage.
10. Final erosion control measures would be installed on all spoils areas and the remaining areas that have been disturbed and have not been re-vegetated, (including seeding, mulch, etc.).

Specific Contract terms are revised as follows:

1. The City would pay Line Item Nos 70, 71, 72, 73, 74 and 75 of the Schedule of Values at 100 percent complete, as if the Contract terms were met. The final Contract amount would be \$4,756,607, which includes Change Order Nos 1-3. Payment Requests can be submitted per standard Contract terms upon timing of both parties signing this Change Order.
2. WWC would not pursue any claims on this project, including Zone 1 Reservoir slope related issues, Zone 2 Reservoir slough issues, pavement restoration, etc.
3. The City would not pursue liquidated damages for failure to complete the Contract on time, except the revised overall completion date is set for September 15, 2005. Liquidated damages would be applied if work did not meet these dates.
4. In accepting the embankment as constructed at the Zone 1 Reservoir, the City indemnifies and holds WWC harmless from any event that may occur with respect to the stability of the hillside above the Zone 1 and Zone 2 Reservoirs. This includes release of liability for safety as well as property damage.

TOTAL THIS CHANGE ORDER \$0

Attachments:

- SPH Drawings including:
 - C-5: Zone 1 Golf Course Reservoir Area Site Plan
 - SP-4: Zone 1 Golf Course Reservoir Foundation and Roof Plan

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 4,498,620.00

[Increase] from previously approved
Change Order No. 1 to Change Order No. 3 :

\$ 257,986

Contract Price prior to this Change Order:

\$ 4,756,606.00

Increase of this Change Order:

\$ - 0 -

Contract price including this Change Order:

\$ 4,756,606.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial completion: September 1, 2005

Ready for final payment: September 15, 2005

RECOMMENDED:

By: _____
Owen Engineering

Date: _____

ACCEPTED:

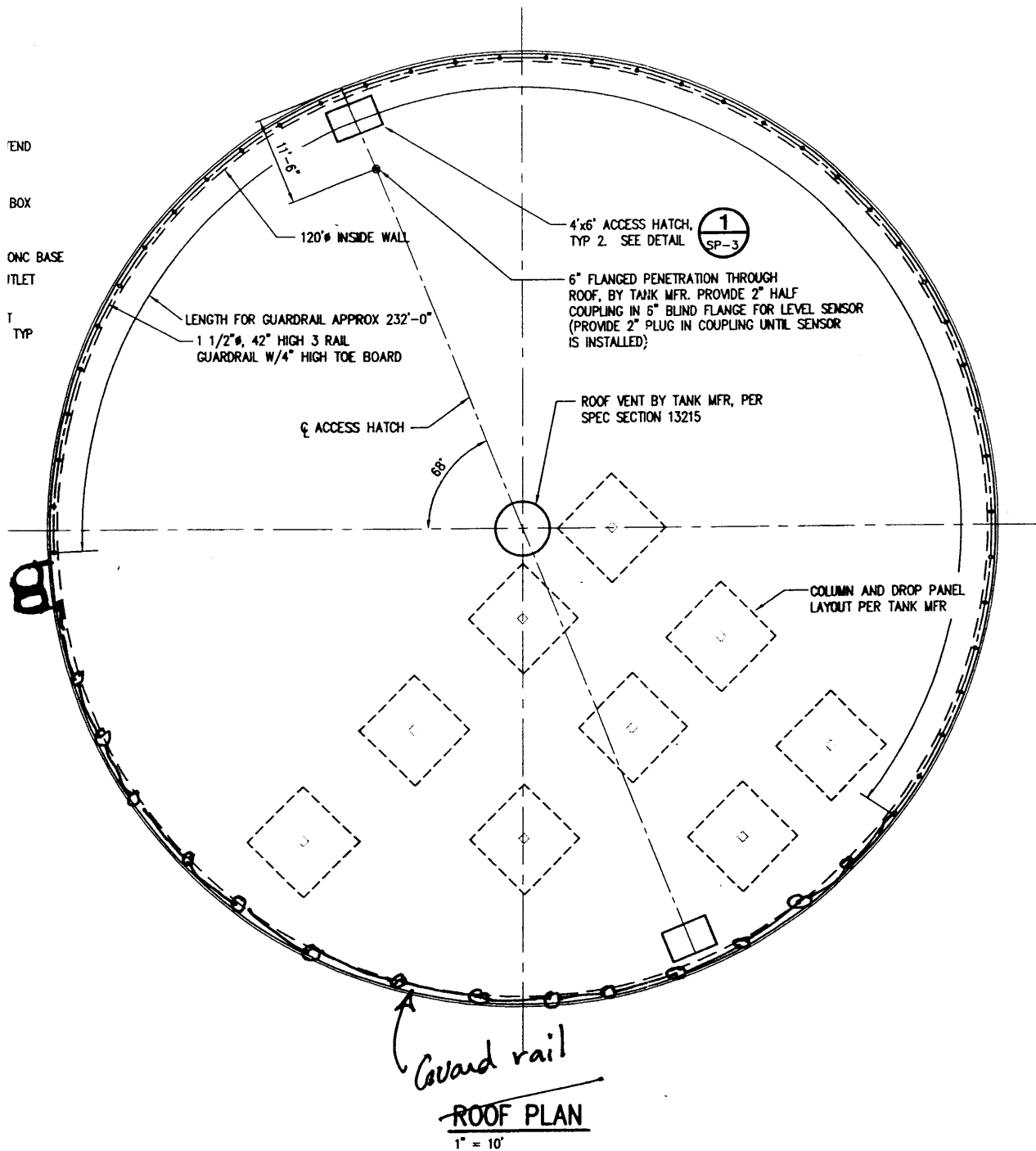
By: _____
City of Ukiah

Date: _____

ACCEPTED:

By: J. McD
Western Water Constructors

Date: 7/22/05



mod. f. ed for CO #4

Project Manager	
City	
Structure	
Installation	
Drawings	

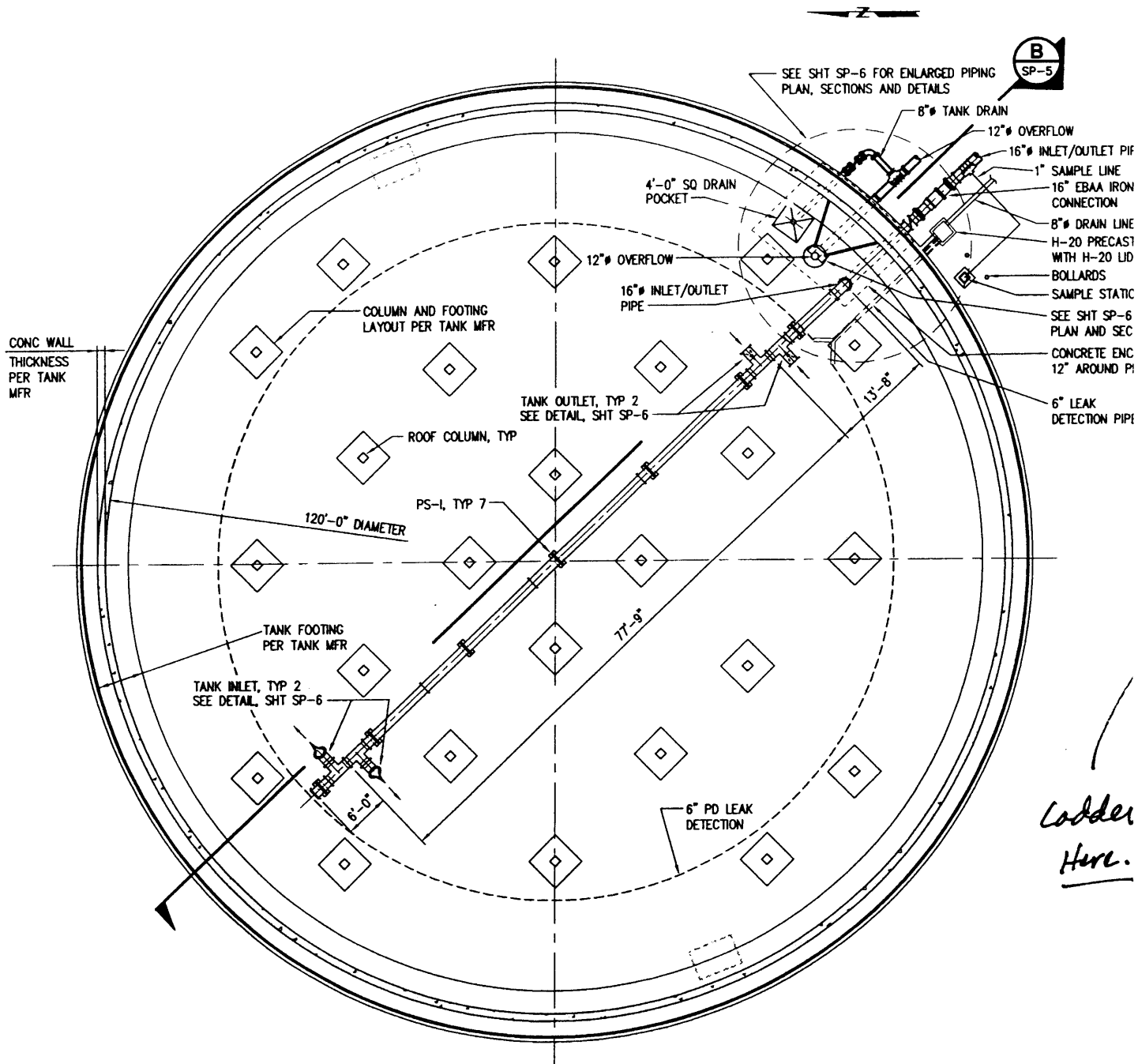
Ukiah Utilities
A Department of the City of Ukiah

City of UKIAH
Public Utilities
Distribution System
Water Storage
Expansion Project

**ZONE 1 GOLF COURSE RESERVOIR
FOUNDATION AND ROOF PLAN**

Drawn By	DGC	Date	APRIL 2004
Scale	1" = 10'	Project No.	02101

Drawing No. **SP-4**



*Cadder
Here.*

FOUNDATION PLAN

1" = 10'

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Cameron Park CA 95682 (530) 677 0835



F 6" A.B.

TO BE BENCHMARKED AND
SPICAL AREA PRIOR
MENT. SEE BENCHMARKING

1" = 30'

Green Fr
hole #1

AS REQ'D

TO BE BENCHMARKED AND
SPICAL AREA PRIOR
MENT. SEE BENCHMARKING

16" INLET/OUTLET
12" OVERFLOW
DIAMETER x 20' HIGH
TENSIONED CONCRETE
STORAGE TANK (5000)
FLOOR EL 820.0

N 2184567.87
E 6214223.51

REPLACE EXIST
PUMP & LINE

837.9

860

870.0

869.8

880

890

900

910

920

930

940

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8" NON PERFORATED DRAIN PIPE
GRADE AT 820.0
EXISTING 150FT DIAMETER
WATER STORAGE TANK
FLOOR EL 820
CHRISTY 2' X 2' H-20 DRAIN BOX
W/H-20 COVER
MAINTAIN 15 FOOT WIDE CONSTRUCTION
ACCESS AROUND UPHILL SIDE OF TANK.
AREA TO BE BACKFILLED AT COMPLETION
OF TANK CONSTRUCTION.
FINISHED CONTOURS

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16" INLET/OUTLET

EXTENT

NOTE:

1. CITY TO RELOCATE OVERHEAD POWER AND POLES PRIOR TO CONSTRUCTION.

EXISTING
COMPACT
TO SPO
DETAIL

Green for
note #2

EXISTING ACCESS ROAD

SPREAD TOPSOIL OVER ENTIRE FILL AREA
PRIOR TO HYDROSEEDING ENTIRE FILL AREA
AND ANY ADJACENT AREA DISTURBED BY
CONSTRUCTION

GRADE AT 820.0

DRAINAGE PANELS PER
POP BETWEEN TANK
WALL AND BACKFILL

SEE NOTE 1

NEW UTILITY
POLE (BY CITY OF UTAH)

TO BE REMOVED
AND REPLACED
SEE NOTE 1

GRADING DAYLIGHT
LINE

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OF SPH ASSOCIATES.



Cameron Park, CA 95822 (530) 677 0935



Agenda Item No: 8.I.MEETING DATE/TIME: 10/15/2025ITEM NO: 2025-1184

AGENDA SUMMARY REPORT

SUBJECT: Notification of Emergency Contract with Donahoo, Inc in the Amount of \$45,141 for Slide Mitigation Work at the Pressure Zone 1 Water Storage Tank.

DEPARTMENT: Water Resources

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Water Resources Director

ATTACHMENTS:

1. Donahoo Inc - Water Tank Cleanup 2526-118 - Contract

Summary: Council will Receive Notification of Emergency Contract with Donahoo, Inc in the Amount of \$45,141 for Slide Mitigation Work at the Pressure Zone 1 Water Storage Tank.

Background: On September 25, 2025, the City entered into a contract with Donahoo, Inc. to mitigate a slide that occurred at the Pressure Zone 1 Storage Tank, located in the western mountains of Ukiah above the Ukiah Golf Course. The contract amount was \$45,141. The scope of work includes debris removal, off-haul, and winterization measures to prevent further movement. See Attachment 1.

Discussion: The contract scope also includes the removal of an oak tree located at the top of the slide zone that currently presents a safety risk, with associated costs for tree removal and off-haul of the wood. Additional work consists of debris removal at the slide zone, including access to the top of the slope and removal of loose material. Spoils will be hauled to an offsite location by the contractor. To stabilize the area for winter, plastic sheeting and sandbags will be placed over the slide area. Additional evaluation for a final and long-term mitigation solution is ongoing.

Recommended Action: Receive Notification of Emergency Contract with Donahoo, Inc in the Amount of \$45,141 for Slide Mitigation Work at the Pressure Zone 1 Water Storage Tank.

BUDGET AMENDMENT REQUIRED: No - An internal budget transfer will be done.

CURRENT BUDGET AMOUNT: 82027111.52100.18477: \$0

PROPOSED BUDGET AMOUNT: 82027111.52100.18477: \$45,141

FINANCING SOURCE: Water

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2526118

COORDINATED WITH: Myles Fisette, Purchasing Manager; Jason Benson, Senior Engineer; Dave Kirch, Fleet and Facilities Supervisor; and Sean White, Water Resources Director

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 

Sage Sangiacomo, City Manager

COU No 2526-118

SHORT FORM CONSTRUCTION CONTRACT

This Agreement is made and entered on September 25th, 2025, in Ukiah, California, by and between Donahoo, Inc, a corporation ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The plans and specifications for this work ("the Work") are contained in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Contractor is properly licensed and qualified to perform the work.

3. Whenever this Agreement calls for City approval or notification, the approval or notification must be signed by the City Manager or his or her designee.

AGREEMENT:

Wherefore, in consideration of the foregoing facts and the terms and conditions as further stated herein, the parties hereby agree as follows.

1. PERFORMANCE OF THE WORK

Contractor will perform the Work as further provided herein.

1.1 Time of Performance. Contractor shall commence the Work when receiving a formal Notice to Proceed, and shall complete the Work in a reasonable amount of time as coordinated with the City.

1.1.1. ☐ [check if applicable] It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 1.1.2, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that, subject to Sections 1.13-1.14, below, the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

1.1.2 ☐ [check if applicable] In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the plans and specifications set forth in the attached Exhibit A. If there is any inconsistency or conflict between the plans and the specifications, the specifications will prevail. If there is any inconsistency between the plans and the specifications and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in a particular specification.

1.3 Contractor furnished items. Contractor will furnish all necessary labor, materials, tools, equipment, and transportation necessary to perform the Work.

1.4 SB 854 requirements

1.4.1 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)].

1.4.2 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.

1.4.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.4.4 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. All contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

1.4.5 The Prime Contractor is required to post job notices at the job site as prescribed by regulations (currently, 8 CCR §16451(d).)

1.5 Use of Employees.

1.5.1. Contractor and any subcontractors shall pay all mechanics and laborers employed by them to work 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.

1.5.2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the City, \$50.00 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.

1.5.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City 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 workers concerned. Copies of the General Prevailing Wage Determination are on file in the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

1.5.4. City will not recognize any claim for

additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained from the City Engineer. 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.

1.5.5. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

1.5.6. 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.

Copies of Labor Code Sections 1771 (requiring prevailing wages), 1775 (imposing penalties, including a \$50 per day, per worker forfeiture, for failure to pay prevailing wages), 1776 (requiring contractor to maintain available for inspection certified payroll records), 1777.5 (requiring certain apprenticeship programs), 1813 (imposing penalties for failure to make records available for inspection) and 1815 (requiring time and $\frac{1}{2}$ for overtime) are available at the Department of Industrial Relations website at <http://www.dir.ca.gov/>

1.6 CITY Inspector. CITY may designate an architect, engineer, other design professional or other inspector ("Inspector") to supervise and/or inspect Contractor's performance of the Work. The Inspector shall have no authority to change the Work, the compensation for performing the Work or the time for completing the

Work without City's prior written approval. City shall notify the Contractor in writing, if it designates an Inspector.

1.7 Site Conditions. Contractor acknowledges that it has inspected the work site and any improvements involving the Work and satisfied itself as to the conditions which can affect the Work or its cost. Contractor has not relied on any representation by CITY or its officers or employees as to the condition of the site or the houses or any condition that might affect the cost of performing this Agreement.

1.8 New Products Required. All equipment, materials or fixtures furnished by Contractor under this Agreement shall be new and of the most suitable grade for the intended purpose, unless otherwise specifically provided.

1.9 Compliance with Laws. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

1.10 Protection of Site and Improvements. The Contractor shall preserve and protect the site, grounds and any involved improvements and shall not alter or damage any portion thereof, except as is absolutely necessary in order to perform the Work. The Contractor shall repair or replace, as directed by CITY, any property that it damages, looses or destroys in violation of this paragraph. Contractor shall assume full responsibility for maintaining the safety of the worksite in compliance with all applicable state and federal worker safety and protection laws and shall maintain the worksite in compliance with all such laws.

1.11 Inspection of Work. The Contractor shall ensure that the Work is available for inspection by CITY or its Inspector at all reasonable times and that no work is covered up or rendered incapable of inspection without prior notice to CITY or its Inspector and a reasonable opportunity for inspection. The presence or absence of an CITY inspector or the conduct of an inspection by CITY or its Inspector shall not relieve the Contractor from any contract requirement or compliance with Exhibit A.

1.12 Title. The Contractor warrants that it conveys full and complete title, free of all liens and encumbrances, to all materials, supplies, fixtures and equipment furnished to CITY under this

Agreement and agrees to fully defend and indemnify CITY, its officers and employees, and the houses and homebuyers included in the Work from and against any claim, lien, charge, debt, cost, expense or liability arising from a breach of said warranty.

1.13 Warranties. In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements and is free of any defect in equipment, material or workmanship for a period of one year from the date of final acceptance of the Work by CITY. If CITY accepts any part of the Work before final acceptance of the entire Work, the warranty shall continue for the period of one year from the date of such partial acceptance. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. [Initial if following sentence applies /_/ /_/] CITY shall retain __% of the Contract Amount to secure the Contractor's warranty and shall remit the unused portion of that amount at the end of the warranty period. The time limit of this warranty shall not apply to any latent defects, or gross negligence or fraud on the part of the Contractor.

1.14. Extension of Time.

Should any delays occur which the City may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the City within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the City within 45 days of the occurrence unless the City specifies in writing a longer period. All claims for a time extension must be approved by the City and incorporated into a written change order.

1.15. Unfavorable Weather and Other Conditions.

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means

or precautions approved by the City, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day that prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

1.16. Saturday, Sunday, Holiday and Night Work.

No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the City.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the City and that such permission may be revoked at any time by the City if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

1.17. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than $1\frac{1}{2}$ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

2. CONTRACT PRICE

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of \$45,141.

3. PAYMENT OF CONTRACT PRICE

3.1 City shall pay any invoice for completed work, and approved by the City, within thirty (30) days of its receipt by City. All payments under this contract shall be made upon the presentation of certificates in writing from the City and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private

investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

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

4.2.1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4.2.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4.2.3. Deductibles and Self-insured Retentions

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

4.2.4. REQUIRED Insurance Provisions

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

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

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

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

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

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

5. TERMINATION.

This Agreement may only be terminated by City: 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 project for which Contractor was retained. City shall notify Contractor of any alleged breach of the agreement and of the action required to cure the breach. If Contractor 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, unless terminated because the Contractor has failed to satisfactorily cure a breach after notice in which event City shall:

a. retain any amounts earned under the Contract but not yet paid by City;

b. take possession of all material and fixtures on the job site;

c. have the right to complete the Work and recover from Contractor any increased cost to complete the Work above the amounts that would have been paid to Contractor hereunder, together with any other damages suffered by City as a result of said breach.

6. MODIFICATION OF AGREEMENT.

City may, from time to time, request changes in the Work, the time to complete the work or the compensation to be paid for the Work. Such changes must be incorporated in written amendments to this Agreement. To be effective, all such changes as referred to in this section must be agreed upon in writing by both parties to this agreement.

7. ASSIGNMENT.

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City.

8. APPLICATION OF LAWS.

The parties hereby agree that all applicable Federal, State and local rules, regulations and guidelines not written into this Agreement shall hereby prevail during the period of this Agreement.

9. INDEPENDENT CONTRACTOR.

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

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

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

Contractor warrants and represents that it is a properly licensed for the work performed under this Agreement with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action

concerning the agreement must be filed and litigated in the proper court in Mendocino County, each party consenting to jurisdiction and venue of California state courts in Mendocino County.

11. SEVERABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. INTEGRATION.

This Agreement, including the exhibits attached hereto, contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

13. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, emailed, or deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

CONTRACTOR

Donhaoo, Inc.
6901 Highway 20
Ukiah, CA 95482

CITY

City of Ukiah
300 Seminary Ave.
Ukiah, CA. 95482

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

15. PARAGRAPH HEADINGS.

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

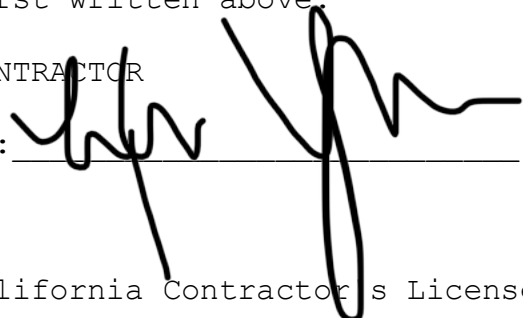
16. EXECUTION OF AGREEMENT.

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

WHEREFORE, the parties have entered this Agreement on the date first written above.

CONTRACTOR

CITY OF UKIAH

By: 

By: _____

Sage Sangiacomo
City Manager

California Contractor's License Number 860066 [Number or N/A]

Customer Info:

City Of Ukiah

Contractor Submitting Bid:

Donahoo Inc
6901 Hwy 20
Ukiah CA 95482
Lic. 860066
[\(707\)953-4484](tel:(707)953-4484)

Job Location:

Water Tanks Zone 1
Ukiah Golf Course

Date:
9/25/2025

Work to be performed:

Donahoo Inc will provide all labor and material necessary to perform the following work.

Remove Oak Tree

This includes a cost to remove the oak tree at the top of the slide zone and off haul the wood.
Total \$2,962.00

Clean Up Slide

Includes a cost to get on top of the slide zone and remove more of the loose debris. All spoils will hauled to a dump site on Ford St.
Includes placing plastic and sand bags over the area for the winter.
Total \$42,179.00

Grand Total \$45,141.00

Payment Terms:

All payments will be made within 21 days of the invoice being sent to the customer.
After 21 days an additional 1.5% of the amount invoiced will be added to the total amount owed and every month after until amount is paid in full.

By signing below I accept the price and the conditions of this bid.

Signature: _____ **Date:** _____

**Daniel Vieira**Project Development Geologist
daniel.vieira@gsi.us | 530-847-8117

May 15, 2026

Jared Walker
City of Ukiah
300 Seminary Ave
Ukiah, California 95482**Subject:** Proposal for Landslide Mitigation Services
Ukiah Tank Landslide Barrier
Ukiah Valley Golf Course Water Tanks
Ukiah, California**Proposal No.:** 006Vs00000WbjdiAB

Dear Mr. Walker:

Access Limited Construction (ALC) is pleased to offer this Proposal for Design-Build Landslide Mitigation Services for the referenced project. This proposal is exclusively for City of Ukiah, herein known as the "Client", to consider. The project site is located on the western ascending slope behind the northern water tank at the Ukiah Valley Golf Course in Ukiah, California (GPS point: 39.154193°, -123.225623°). We thank you for the opportunity to offer these services to you and this project.

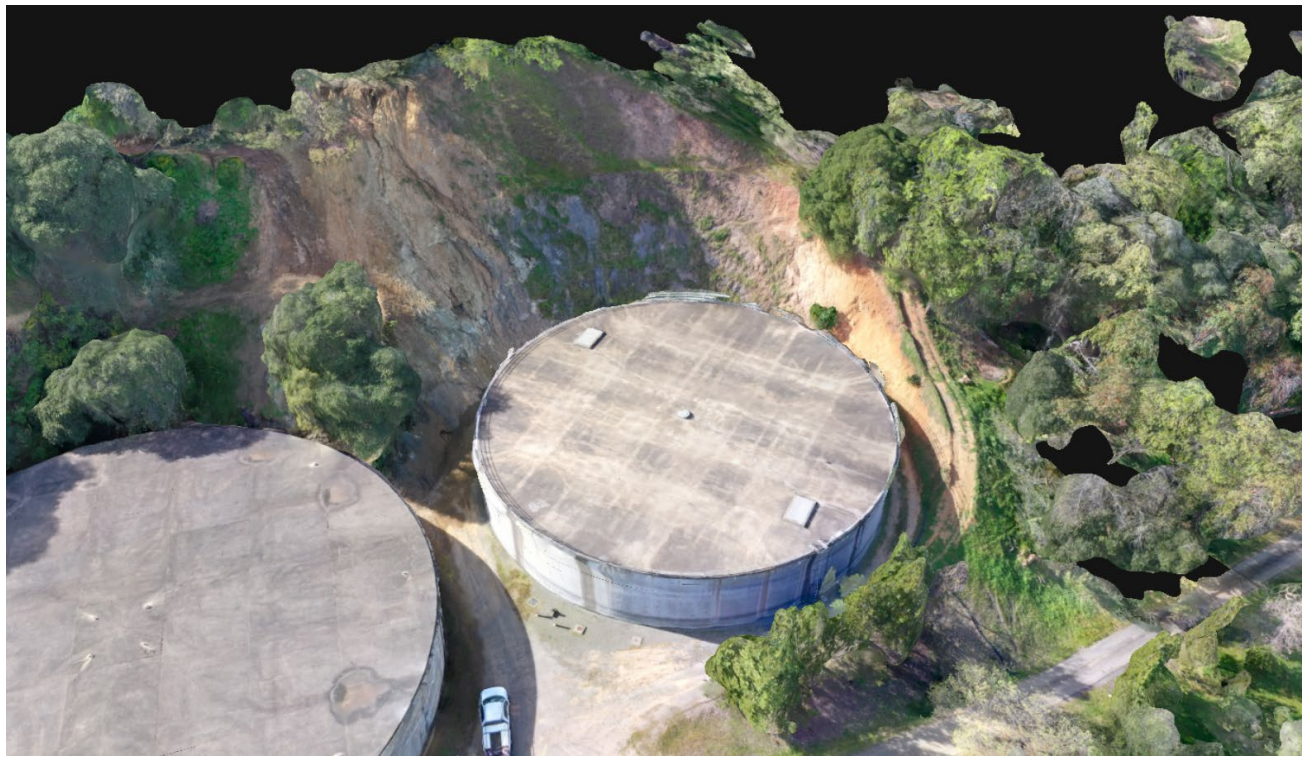


Figure 1: Aerial drone derived 3D surface model of site (collected on 3/10/2026, ALC)

Project Understanding

ALC's project understanding is based on conversations and correspondences with the Client, available project information and ALC's 10 March 2026 site visit.

We understand that a landslide occurred on the ascending slope to the west of the northern tank depositing slide material over the perimeter utility access road and against the tank. The slide material was removed, and some remedial grading of the slope was performed. The ascending slope behind the tank remains over steepened with areas of overburden soil and loose fractured bedrock. Without slope mitigation and tank protection, the slope remains unstable with risk of continued landslide events impacting the tank facility and safety of utility personnel. Particular landslide risk would be during heavy rains or seismic episodes.

Recommended mitigation solutions discussed with the client included stabilization measures and protection measures. Stabilization measures include removal of a hazard by modifying the slope geometry by soil/rock scaling, supporting unstable slope areas using rock anchors supporting a high tensile strength steel mesh, shotcrete, or buttresses. Protection measures include catchment areas, debris barrier, rockfall fences, draped mesh or cable netting on the slope or other methods that do not improve the stability of the slope but reduce the risk of damage due to a rockfall. Mitigation selection is determined based on variable factors such as risk, cost, access, aesthetic, and tolerance for maintenance.

Scope of Work

We understand that the Client is requesting a design-build landslide mitigation solution to reduce risk of landslide hazard impacting the stability of the water tank and safety of utility personnel. Based on budgetary conversations with the Client and results of our engineering analysis of the site, ALC recommends performing remedial slope scaling to remove loose soil and rock from the slope before installing a high-tensile steel wire shallow landslide barrier system positioned at the toe of slope and extending approximately 250 lineal feet along the access road on the back side of the northern tank.

ALC will provide additional details of the soil nail and pinned mesh system including final design drawings and analysis prepared by a California licensed civil engineer (P.E.) upon authorization for this work.

Access Limited Construction's scope of work includes the following:

1. Design and Engineering including project management and as-built services during/after construction;
2. Material Procurement and Mobilization/Demobilization of equipment, materials, and crew to the site;
3. Performing remedial slope scaling with rope access technicians, spoils will be placed in a designated stockpile area at the site for off haul (by others);
4. Installation of a 250-foot long, 4 foot tall, T-35 shallow landslide barrier.

ALC was tasked with providing a cost-effective rockfall mitigation solution for the scope of work referenced above. At this time, the client has not asked us to provide solutions for the adjacent conditions (i.e., side-slope conditions, backslope conditions, removal of preexisting rockfall, repairs to local infrastructure, etc.). If the Client desires alternative solutions or additional mitigation measures, ALC can revise this proposal with an updated scope of work and cost estimate.

Please see Appendix 2 for detailed clarifications.

ALC reserves the right to separately price any additional work, or modifications to site access that may result from excavation or drainage plans that may be developed during the future coordination with permitting

authorities; State, Local, or Federal agencies, or other project stakeholders, unless specifically referenced by our proposal.

If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand, immediately pay the additional amounts sufficient to compensate for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.

PRICE ESTIMATE

The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day Access Limited Construction mobilizes to the site.

Table I – Price Estimate Summary		
Item No.	Description	
1	Design, Engineering and Project Management	
2	Mobilization/Demobilization, Material Procurement	
3	Slope Scaling with rope access technicians (2 days)	
4	Installation of 250-foot long T-35 Shallow Landslide Barrier (4 ft tall)	
5	Tariff Surcharge (*TBD)	
	TOTAL PRICE	\$186,964.90

***Tariff Surcharge Adjustment**

In response to ongoing changes in international trade regulations, this proposal includes a Tariff Surcharge that reflects current applicable tariffs on imported materials required for project execution. This surcharge is subject to adjustment at the time of billing to account for any increases or decreases in applicable tariffs that occur after the proposal date.

GeoStabilization International will transparently calculate this surcharge based on verified tariff impacts at the time of procurement and will provide supporting documentation upon request. Should tariffs materially increase or decrease during the course of the project, the total contract value will be adjusted accordingly.

This dynamic pricing mechanism ensures alignment with real-time market conditions and allows for the uninterrupted and efficient execution of the proposed scope of work.

PROPOSAL CONDITIONS

General

- **Reduction of Scope** – In the event the Scope of Work defined is reduced impacting Price Estimate by more than 10% as described in the price estimate table, ALC shall be compensated for its direct and static/fixed operational and/or other costs notwithstanding anything to the contrary due to the reduction in Scope of Work as defined above. ALC shall submit its claim within 30 days after completion of the work.

- **Mobilization** – Project is expected to be completed in a single mobilization unless specifically called out in the proposal. If for any reason work is disrupted and additional mobilization of equipment or crews is required, additional costs for both the mobilization and potentially stranded equipment / material costs will be borne by the client at a price of cost + 20%.
- **Additional CREW Mobilizations (if required)** – The initial mobilization includes labor, equipment, and material capable of installing the rockfall protection system. If ALC is required to leave the site and return outside of what was previously stated and planned for, the cost is **\$22,974.58** for each demobilization/remobilization. Work shall be available to ALC prior to our mobilizing to the site.
- **Change in Conditions** – For any material change in conditions of the jobsite, ALC reserves the right to re-quote and re-schedule the project to ensure an effective solution is installed and to ensure the safety of the crew, client employees, and other individuals associated with the installation.
- **Standby Rate** – Standby time of up to \$1200/hour will be charged for delays beyond ALC's control. This includes delays, interruptions, interference, disruption to ALC's operations due to other construction/site activities, requesting ALC mobilize to the site before the site is ready, requiring ALC to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise. Day rate is 10-hours and ALC crews will be allowed access to maintain ALC equipment during standby events.
- **Payment Terms** – Net 30 days from the date of Invoice:
 - All invoices are due, in their entirety, upon receipt from ALC. All payments received for ALC's work shall be held in trust for the benefit of ALC. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Client shall be liable to ALC for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
 - The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Client not fully accept or modify this proposal, the pricing and/or the scope of work may be subject to modification by ALC.
- **Offer Validity** – This offer expires 30 days from the date transmitted. ALC reserves the right to adjust pricing if more than 30 days pass between receiving the signed proposal and the project start date unless otherwise agreed upon in writing.

Construction Considerations

- **Work Hours / Schedule - The project's duration is estimated to be 8 days.** All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. ALC's standard crew rotation is managed by ALC's Operations Manager and may vary for safety purposes based on hours and consecutive days worked. In the event the unit priced quantities increase, ALC shall receive a reasonable extension of time to the Project Schedule to account for the increased quantities and ALC shall not be subject to liquidated damage and/or any other delay damages in any way related to the increased quantities notwithstanding anything to the contrary.

ALC can mobilize to the site within approximately **three to five weeks** from ALC receiving an executed contract, approved submittals, and a written notice to proceed on a specific date. Depending on material lead times, ALC may require additional time. Additional charges will be assessed if ALC is scheduled and required to work additional hours or shifts. Client is under a continuing duty to notify ALC in writing of any

changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

- **Grout Overages** – The project pricing includes grout volumes equivalent to the “neat line” theoretical volume of the drilled hole plus 30% due to seepage into minor pockets, fissures, and voids in the subgrade. Grout quantities greater than the theoretical volume of the drilled hole plus 30% will be charged at \$40.00 per CF of grout.
- **Slope Scaling** – The project pricing includes remedial slope scaling with two rope access technician for a period of two days. If the client requests additional slope scaling or other work requiring rope access technicians the additional work will be billed at a daily rate of \$13,851.41 per day.
- **Landslide Barrier Length** – The project pricing includes the installation of 250 lineal feet of shallow landslide barrier at 4 feet tall with an erosion control fabric secondary layer. If the client requests additional barrier the additional amount will be charged at a rate of \$545.14 per lineal foot and will need to be coordinated before mobilization to the site to account for material procurement without delay in construction.

Confidentiality and Intellectual Property Statement

ALC's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of ALC. All concepts and procedures outlined in this proposal shall be considered the intellectual property of ALC.

Terms and Conditions

Notwithstanding anything contained herein or in any document to the contrary, the terms, conditions, and exclusions of this Proposal included in **Appendix 3** shall apply, control, and govern. The Parties agree that ALC's May 15, 2026 proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

CLOSING

We thank you for the opportunity and will be in touch shortly to follow up.

Sincerely,

ACCESS LIMITED CONSTRUCTION



Daniel Vieira

Project Development Geologist

daniel.vieira@gsi.us | 530-847-8117

CITY OF UKIAH

Accepted by: _____
(Signature)

Accepted by: _____
(Printed name)

(Title)

Company: _____
(If different than above)

Date: _____

Appendix 1 – Overview of Access Limited Construction

Appendix 2 – Scope Exclusions

Appendix 3 – Terms and Conditions

APPENDIX 1: **BACKGROUND FOR ACCESS LIMITED CONSTRUCTION**

General Overview

Access Limited Construction is the leading geohazard mitigation firm operating throughout the United States and Canada. We specialize in emergency landslide repairs, rockfall mitigation, and grouting using design/build and design/build/warranty contracting. Access Limited Construction's team includes some of the brightest and most dedicated professionals in the geohazard mitigation industry. Our expertise, specialized tools, and worldwide partnerships allow us to repair virtually any slope stability or foundation problem in any geologic setting.

Our design/build solutions are customized to the varying demands and site constraints of each geohazard we encounter. Every project that we take on is completed with one goal in mind: always provide the best value.

Access Limited Construction's team consists of only the highest performing geologists, geotechnical engineers, equipment operators, and rockfall remediation technicians working today. We recruit and train technical experts to ensure that we are constantly diversifying our portfolio of services, adding new disciplines, and dedicating resources to research and development. This allows us to provide landslide and rockfall mitigation for critical infrastructure, including the transportation, mining, and energy industries, in addition to our more specialized stabilization services, such as bridge abutments, retaining walls, compaction grouting, and more.

Our Core Values

- Put People First
- Deliver Excellence Every Day
- Always Do the Right Thing
- Break New Ground
- Win as One

Health, Safety, and Environment (HSE)

To achieve continuous performance improvement, Access Limited Construction manages health, safety, security, environment, and social performance in a systematic way, and we have a comprehensive set of business principles and rigorous standards covering health, safety, security, environment, and social performance (SP).

Though these principles provide guidance, we are very proud of our experience and expertise in implementing these rules in various environments, monitoring performance, and identifying improvement opportunities. Fast-paced, cutting-edge, and industry leading projects require a fast-paced, cutting-edge, and industry leading safety program. Access Limited Construction employs a full-time, dedicated safety team, maintains a written safety plan, and trains/re-trains all employees in the most current practices of the industry. In addition to daily toolbox talks and weekly, monthly, and quarterly training, Access Limited Construction also brings the company together annually for a Safety Summit to focus on safety training and periodically for one-day safety stand-ups.

Sustainability Development

Sustainability is a new way of thinking about an age-old concern: ensuring that our children and grandchildren inherit a better tomorrow. Sustainability to Access Limited Construction means meeting the needs of the present without compromising the ability of future generations to meet their own needs. We center our sustainability efforts on five pillars to measure our progress. Our employees are the foundation of our pillars. Through their efforts we can accomplish every goal, so safety and health are paramount. Our environment, our community, and the projects we build around them complete these pillars. Each pillar counts in our sustainability efforts; no matter how small, the importance of each is equal.

Antitrust / Trade Compliance

Access Limited Construction and its employees comply with antitrust and fair competition laws. There are internal policies to be followed which align with the existing laws and regulations as well as with our existing clients' policies. Additionally, our clients, subcontractors, and business partners need to approve and abide with our way of conducting business. We conduct and maintain companywide training where the policies are discussed in detail and examples of some local and international cases are included to make it clear of what sanctions we could be exposed to if we do not follow the law. This is of utmost importance to keep a fair competition and fair business environment with the purpose of fixing geohazard issues to safeguard the people, infrastructure, and the environment.

APPENDIX 2: **SCOPE CLARIFICATIONS**

Access – All weather working access shall be provided to Access Limited Construction at all times and access shall be provided to Access Limited Construction at all times for work trucks, material/equipment deliveries, and on-site area for material/equipment storage. Client shall obtain any and all right of way, licenses, or easements for Access Limited Construction to perform its work. Furthermore, an adequate **Staging / Laydown** shall be provided by the Client for Access Limited Construction equipment and materials.

Bonds – The cost of a bond premium is not included in Access Limited Construction's price. If desired by and paid by the Client, Access Limited Construction will furnish a Payment and Performance Bond at a rate of 2% of the total price.

Prevailing wages are included in Access Limited Construction's price.

Buy America/American Material Requirements are not included in Access Limited Construction's price.

Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements are specifically excluded.

Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required is specifically excluded.

Safety – Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by Access Limited Construction is specifically excluded.

Traffic Control – All required pedestrian and vehicle traffic control work is specifically excluded.

Sanitary Facilities – On-site facilities within reasonable proximity for the use of Access Limited Construction employees.

Site Security – Site security during nights, weekends, and holidays shall be provided by others.

Clearing and Grubbing – All clearing and grubbing of vegetation within the area of the rockfall barrier system and including the access route.

Utility Locations – Client shall ensure that all **utilities** are properly located before Access Limited Construction mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in Access Limited Construction's scope of work.

Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. Access Limited Construction can **provide** a water tank to be filled by others if necessary (500 gallons per day).

Hazardous Materials – Access Limited Construction will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. Access Limited Construction's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.

Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If **groundwater** is encountered the Client will provide dewatering. Client is responsible for all

erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices “BMPs” is excluded from Access Limited's scope of work.

Vibrations – Access Limited Construction cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Client shall indemnify Access Limited Construction against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include **vibration** monitoring, excavating trenches around the affected area, etc.

Existing Conditions – Client agrees to waive any and all liability and damages against Access Limited Construction in anyway related to the underground conditions and/or existing facilities including unmarked and/or incorrectly marked utilities. It is possible that damage may result in heave, settlement, or intrusion of grout and/or construction water and Access Limited Construction cannot accept responsibility/**liability** for such damage.

Any and all work, including but not limited to design work, is excluded unless specifically included herein.

APPENDIX 3: **TERMS AND CONDITIONS**

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to Access Limited Construction within **30** days after the completion of Access Limited Construction's work.
- b. Access Limited Construction will employ open shop labor. In the event that union labor must be used Client shall pay for any additional cost differential.
- c. Client agrees that Access Limited Construction shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside Access Limited Construction's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of Access Limited Construction (or as the proper designation may be for Access Limited Construction), Access Limited Construction subcontractor(s), or those for whom Access Limited Construction, etc. is legally liable, Access Limited Construction reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. This agreement/Proposal is subject to and governed by the law of the state the project is located in under all circumstances, notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- f. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- g. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- h. Any work done pursuant to change orders or otherwise is subject to the terms and conditions contained herein.
- i. Should Client provide Access Limited Construction with verbal/written direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. Access Limited Construction's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of Access Limited Construction or for those whom Access Limited Construction is legally responsible. Client agrees to defend and indemnify Access Limited Construction for claims or damages alleged to have been caused by Client's acts or omissions.
- k. Access Limited Construction retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
- l. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to Access Limited Construction of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand by Access Limited Construction, immediately pay to Access Limited Construction additional amounts sufficient to compensate Access Limited Construction for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- m. Access Limited Construction's landslide, slope stabilization, and other geohazard mitigation designs substantially conform to the FHWA design guidance for 'Factor of Safety' calculations.
- n. Should Client terminate this agreement **without cause** within 14 days of the start date as agreed to as defined in this Proposal, a penalty of 10% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates. Should Client terminate this agreement without cause within 7 days of the start date as agreed to as defined in this Proposal, the penalty shall increase to 15% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates.

**THIS COMMUNICATION CONTAINS ACCESS LIMITED CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION
NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**

Customer Info:

City Of Ukiah

Contractor Submitting Bid:

Diamond D Construction, LLC

PO Box 595

Talmage 95481

Lic 1027104

[\(707\)953-4484](tel:(707)953-4484)**Job Location:**

Water Tanks Zone 1

Ukiah Golf Course

Date:

8/24/2026

Work to be performed:

Diamond D Construction, LLC will provide all labor and material necessary to perform the following work.

We are proposing to build a soldier pile and wood lagging wall around the northern tank at zone 1 of the golf course. The soldier piles would be drilled and set 10 foot deep and reach out of the ground 10 foot high. Wood lagging would be placed in between the soldier piles and only the bottom 3 foot would be backfilled with drain rock for drainage. This would create a protective barrier around the tanks in case rocks or soil break free on the hill above. The wall would stop anything from damaging the tank, and if the lagging was damaged due to large debris striking it the city would just have to replace the wood lagging that was damaged, which would be very simple. The wood lagging can be removed as well very easily to clean out behind the wall if needed.

Soldier piles to be 10 inch 65 lbs/ft beams and concreted in 10 foot deep.

Wood lagging would be made with 4x6 pressure treated lumber.

Construction could start right away and would take 2 weeks.

If done before Nov **\$148,580.00**

If done after Nov 1 **\$140,580.00**

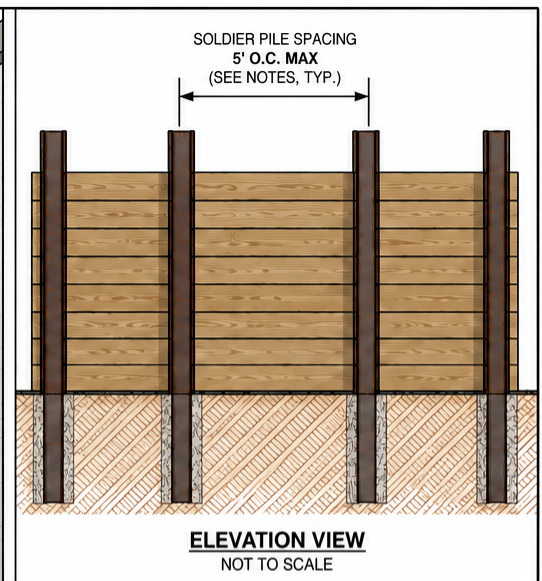
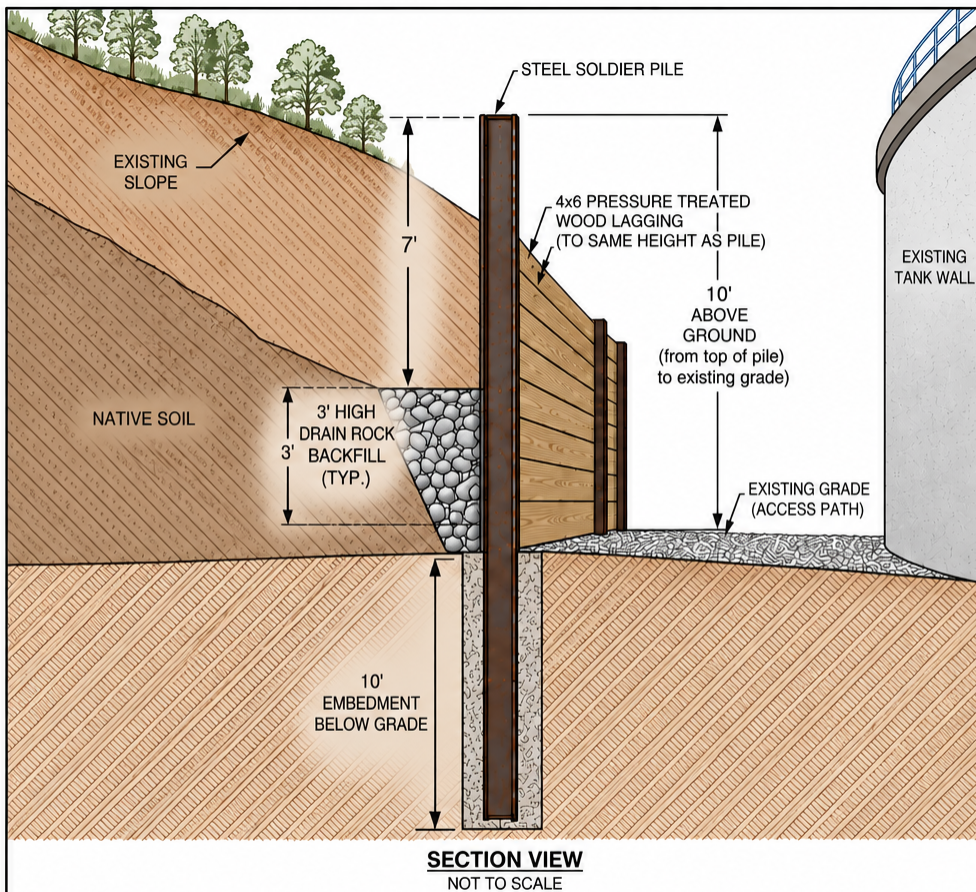
Payment Terms:

All payments will be made within 21 days of the invoice being sent to the customer.

After 21 days an additional 1.5% of the amount invoiced will be added to the total amount owed and every month after until amount is paid in full.

By signing below I accept the price and the conditions of this bid.

Signature:**Date:**

**NOTES:**

1. STEEL SOLDIER PILES SHALL BE W-SECTION (OR APPROVED EQUAL), SPACED 5' O.C. MAX.
2. 4x6 PRESSURE TREATED WOOD LAGGING SHALL BE INSTALLED HORIZONTALLY FROM BOTTOM TO TOP OF PILE (LAGGING HEIGHT TO MATCH 10' EXPOSED PILE HEIGHT).
3. INSTALL 3' HIGH DRAIN ROCK BACKFILL (CLASS 2 PERMEABLE MATERIAL OR EQUAL) BEHIND LAGGING AS SHOWN.
4. WALL SHALL BE LOCATED AT TOE OF SLOPE AND SET AWAY FROM TANK WALL. MAINTAIN ACCESS FOR MAINTENANCE.
5. DESIGN SHALL BE PERFORMED BY A QUALIFIED GEOTECHNICAL ENGINEER.



**CITY OF UKIAH
PUBLIC WORKS
ENGINEERING**

SOLDIER PILE AND WOOD LAGGING RETAINING WALL
TYPICAL SECTION AND ELEVATION
NOT TO SCALE

FIGURE
1

DATE: 9/10/2026

RESOLUTION NO. 2026-

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 MUDSLIDE AT THE CITY WATER TANK (PZ1) IN THE WESTERN HILLS

WHEREAS:

1. During a winter storm event on about February 5, 2025, a portion of the hillside in the Western Hills slid out, settling against the City water tank referred to as PZ1, or Pressure Zone 1; and
2. Concerned about possible damage to the City water tank, both from this slide and the possibility of future slides, City Staff determined that emergency repairs were required; and
3. With damage caused to public property; and
4. These emergency repairs were intended to be temporary measures to stabilize the hillside during the 2025-26 rainy season and to prevent further damage to public and private property; and
5. Further stabilization of the hillside is required to prevent recurrence of the slide and the need for future preventable slide repair work; and
6. Undertaking the competitive bidding process for this work would likely delay commencement of the stabilization work until the onset of the 2026-27 rainy season; and
7. The atmospheric river events predicted for the 2026-27 rainy season would likely require the stabilization work to pause due to the impossibility of working in such weather conditions and, furthermore, would likely result in slope failure and accompanying public health and safety hazards without the completed stabilization work; and
8. 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
9. 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 mudslide in the Western Hills and damaged public without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Diamond D Construction to repair the mudslide in the Western Hills in the amount of \$148,580.
4. Awarding a contract to repair damaged public and private property 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 mudslide and public property repair work.

PASSED AND ADOPTED this 16th day of September 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Sher, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Sher and Various Councilmembers

ATTACHMENTS:

1. 2026 City Council Special Assignments & Ad Hocs

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY							MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Investment Oversight Committee							Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council							Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Criss - Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)							4th Monday of month, 10 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Marianne Davison - Community Services Department Staff Orozco - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)							2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Rodin Orozco - Alternate	Jared Walker, Director of Water Resources; 467-5712, jawalker@cityofukiah.com
North Coast Opportunities (NCO)							4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Neil Davis	Neil Davis, City Representative 467-5764 ndavis@cityofukiah.com
Sun House Guild ex officio							2nd Tuesday of month, 10:30 a.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco, Sher Jake Burgess - Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Men's Golf Club Liaison							1st Tuesday of month, 4 - 5 pm	Golf Course Clubhouse 599 Park Blvd.	Golf Course Clubhouse 599 Park Blvd umgc@yahoo.com	An association of male golfers who promote and support golf in Ukiah.	Jake Burgess	Jake Burgess, Community Services Director; 463-6201, jburgess@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)							2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane N/A - Alternate	Jared Walker, Director of Water Resources; 467-5712, jawalker@cityofukiah.com
MENDOCINO COUNTY							MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Selection Committee							Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission (Mayor - Primary; Vice Mayor - Alternate)	Mayor Sher Vice Mayor Orozco	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Economic Development & Financing Corporation (EDFC)							2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board							3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Sher Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison							Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Crane Rodin - Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison							1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Criss Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)							1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Criss Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Craig Schlatter, Community Development Director; 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	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino Local Area Formation Commission (LAFCo)							1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin Crane - Alternate for both city seat members on Commission	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

Mendocino County Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Crane Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Sher Rodin - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Criss Max Brazill, Admin Lieutenant - Alternate	Tom Corning, Police Chief; 463-6254; tcorning@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	Walker/Orozco	Jared Walker, Director of Water Resources; 467-5712, jawalker@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Orozco, Criss Sage Sangiacomo, City Manager Tom Corning, Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency (GRTA)	Bi-monthly, 3rd Thursdays, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Rodin Sher- Alternate	Jake Burgess, Community Services Director 463-6201, jburgess@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Orozco Criss - Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall 9291 Old Redwood Hwy, #400 Windsor, CA 95492 707-838-1000		Russian River Watershed Association 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rrwatershed.org 707-508-3670 (message only)	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sher - City Council Alternate Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindy Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindy Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com C
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Criss	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Sher Alternates: Criss	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com
Water Executive Committee (Ukiah Valley Water Authority)	1st Tue of each month at 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: Water Resources 300 Seminary Ave. Ukiah, CA 95482	Oversight of UVWA; set annual budget for the combined water system; Manage rates and collect levies; modify existing water rights for the provision of water service; mediation and dispute resolution;	Crane/Orozco	Jared Walker, Director of Water Resources; 467-5712, jawalker@cityofukiah.com

2026 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Jared Walker, Water Resources Director 467-5712, jawalker@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Jake Burgess, Community Services Director 463-6201 jburgess@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Airport Policy	Criss/Crane	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Parks & Recreation Special District Exploration	Rodin/Orozco	Jake Burgess, Community Services Director 463-6201 jburgess@cityofukiah.com
Downtown Zoning Code	Crane/Rodin	Jesse Davis, Chief Planning Manager 463-6207, jdavis@cityofukiah.com
Tourism Advisory Committee	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Historic Preservation Code	Sher/Criss	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Fire Severity	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
CalPERS	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com
Energy Resilience	Sher/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com

*Note: Changing the composition of an existing ad-hoc among current councilmembers after work has begun presents potential Brown Act issues. Requests for fully filled ad-hocs are represented on the draft, but staff does not recommend changes except to fill vacated assignments. The current requests on the sheet for fully composed ad-hocs are primarily intended to convey interest in topics covered by these ad-hoc committees for possible future consideration of new assignments.