

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 21, 2015
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of January 7, 2015, a Regular Meeting.

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- a. Report of Disbursements for the Month of December 2014.
- b. Adoption of Resolution Removing 23 Lineal Feet of On-Street Parking at 732 South State Street (Ellie's Mutt Hut).
- c. Update of Resolutions for Aviation Fuel Prices at the Ukiah Regional Airport.
- d. Receive Notification of Expenditure in the Amount of \$24,192.97 to Consolidated Electrical Distributors for 20 New Street Light Standards to be Used in Conjunction with the Perkins Street Underground District No. 2 Project. (EUD).

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- a. Consideration and Possible Adoption of a Resolution Ordering Repair of Dilapidated Palace Hotel Structure, Retention of Cota Cole, LLP, and Setting Forth the Conditions for the Initiation of Proceedings Under Health and Safety Code Section 17980.7 to Establish a Receivership for the Palace Hotel Property.

12. UNFINISHED BUSINESS

- a. Authorize the City Manager to Negotiate and Execute a Disposition Agreement with Petaluma Ecumenical Properties, a California Nonprofit Public Benefit Corporation, for a Low and Moderate Income Senior Housing Development on the Former Ukiah Redevelopment Agency's Cleveland Lane Property and an Amended Memorandum of Understanding Between the City of Ukiah and the Grace Hudson Museum Endowment Fund.
- b. Approve the Purchase of 2.8 Acres with a 15,800 Sq. Ft. Building Located at 1350 Hastings Rd., Ukiah, Ca for the Electric Utility Department (\$1,200,000.00); and Authorize the City Manager to Execute All Necessary Purchase Documents Contingent on Satisfactory Environmental Clearance. (EUD).
- c. Continuation of Consideration of Proposal for Goal Setting for FY 2015/2016 Budget Preparation.

13. NEW BUSINESS

14. CLOSED SESSION – Closed Session may be held at any time during the meeting

- a. **Conference with Legal Counsel – Anticipated Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(c) (1 case)
- b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court Case No. SCU-K-CVC-13-63024
- c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: *County of Mendocino v. Solid Waste Systems, Inc.*, Mendocino County Superior Court Case No. SC-UK-CVG-1159459
- d. **Conference with Real Property Negotiators (§54956.8)**
Property: APN 180-070-19
Negotiator: Jane Chambers, City Manager
Negotiating Parties: City of Ukiah and RCMC, LLC
Under Negotiation: Price & Terms

- e. **Conference with Real Property Negotiators (§54956.8)**
Property: APN 003-572-17-00 and 003-572-18-00
Negotiator: Jane Chambers, City Manager
Negotiating Parties: City of Ukiah and Donna Mae Cooper
Under Negotiation: Price & Terms

15. ADJOURNMENT

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

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

Dated this 15th day of January, 2015.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 7, 2015
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on January 7, 2015, having been legally noticed on December 26, 2014. Mayor Crane called the meeting to order at 6:05 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Kevin Doble, Jim O. Brown, Vice Mayor Scalmanini and Mayor Crane. **Staff Present:** Jane Chambers, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

2. PLEDGE OF ALLEGIANCE

5. APPROVAL OF MINUTES

a. Minutes of December 17, 2014, Regular Meeting.

Motion/Second: Mulheren/Doble to approve the minutes of December 17, 2014, a Regular Meeting as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. ~~Adoption of Resolution Approving City of Ukiah Qualified Contractors' List for 2015 — City Clerk Department. Pulled by Mayor Crane and moved to Agenda Item 13c.~~

b. ~~Approve the Renewal of the ESRI Geographical Information System Software Licensing Agreement for a Term of 3 Years in the Amount of \$27,031.25 Annually for a Total of \$81,093.75 and the Corresponding Budget Amendment — Public Works Department. Pulled by Mayor Crane and moved to Agenda Item 13d.~~

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Jane Chambers, City Manager; Tim Eriksen, Public Works Director; and Sage Sangiacomo, Assistant City Manager.

9. COUNCIL REPORTS

Presenter: Councilmember Brown.

11. PUBLIC HEARINGS

12. UNFINISHED BUSINESS

- a. **Receive and Discuss Status Report on the Palace Hotel Nuisance Abatement Action**
– *Planning and Community Development Department.*

Presenter: Charlie Stump, Planning and Community Development Director.

Public Comment: Darca Nicholson and Phil Baldwin.

Council Consensus directs staff to provide:

- A step by step description of how receivership would work.
- A description of the city's liability in regards to the Palace Hotel.
- An explanation of why the receiver who was chosen was chosen.

Councilmember Doble requested the attached statement pertaining to this item to be entered into the record.

13. NEW BUSINESS

- a. **Consideration of Proposal from HSM to Facilitate Goal Setting for FY 2015/2016 Budget Preparation** – *Finance Department.*

Presenters: Karen Scalabrini, Finance Director and William Statler, Finance & Information Technology Director.

Public Comment: Benj Thomas and Phil Baldwin.

Motion/Second: Scalmanini/Brown to continue this item to January 21, 2015, and directs staff to provide the Council with a copy of the Comprehensive Annual Financial Report (CAFR), and the status of past goals that were set. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Presentation and Direction on Water Rate Study** – *Finance and Public Works Departments.*

Presenters: Karen Scalabrini, Finance Director; Robert Reed, The Reed Group, Inc., President; and Tim Eriksen, Public Works Director.

Public Comment Regarding Closed Session Item: John McCowen.

RECESS: 9:31 – 9:37 P.M.

- c. **Adoption of Resolution Approving City of Ukiah Qualified Contractors' List for 2015** – *City Clerk Department – From Consent Calendar Agenda Item 7a.*

Presenters: Kristine Lawler, City Clerk and Jane Chambers, City Manager.

Staff Comment: Sage Sangiacomo, Assistant City Manager.

Mayor Request to staff to post the full Qualified Contractors List online for public access.

Motion/Second: Brown/Doble to adopt the Resolution (2015-01) Approving Qualified Contractors' List for 2015 Calendar Year. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- d. **Approve the Renewal of the ESRI Geographical Information System Software Licensing Agreement for a Term of 3 Years in the Amount of \$27,031.25 Annually for a Total of \$81,093.75 and the Corresponding Budget Amendment – Public Works Department – From Consent Calendar Agenda Item 7b.**

Presenter: Tim Eriksen, Public Works Director.

Staff Comment: Sage Sangiacomo, Assistant City Manager.

Motion/Second: Doble/Brown to authorize the renewal of the ESRI Geographical Information System software licensing agreement (COU No 1415-155) for a term of 3 years in the amount of \$27,031.25 annually for a total of \$81,093.75. Motion **carried** by the following roll call votes: AYES: Mulheren, Doble, Brown, Scalmanini, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

CITY COUNCIL ADJOURNED TO SUCCESSOR AGENCY TO THE UKIAH REDEVELOPMENT AGENCY, FOLLOWED BY CLOSED SESSION AT 10:00 P.M.

14. **CLOSED SESSION**

a. **Conference with Legal Counsel – Existing Litigation**

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

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Mendocino County Superior Court Case No. SCU-K-CVC-13-63024

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

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

Name of Case: *Ukiah v. Cohen et al*, Sacramento County Superior Court No. 34-2014-80001744

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

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

Name of case: *County of Mendocino v. Solid Waste Systems, Inc.*, Mendocino County Superior Court Case No. SC-UK-CVG-1159459

d. **Conference with Real Property Negotiators (§54956.8)**

Property: APN 180-070-19

Negotiator: Jane Chambers, City Manager

Negotiating Parties: City of Ukiah and RCMC, LLC

Under Negotiation: Price & Terms

e. **Conference with Real Property Negotiators (§54956.8)**

Property: APN 003-572-17-00 and 003-572-18-00

Negotiator: Jane Chambers, City Manager

Negotiating Parties: City of Ukiah and Donna Mae Cooper

Under Negotiation: Price & Terms

f. **Conference with Real Property Negotiators (§54956.8)**

Property: APN Nos. 002-101-19, 20 & 21

Negotiator: Jane Chambers, City Manager

Negotiating Parties: Rural Communities Housing Development Corporation (RCHDC) and City of Ukiah

Under Negotiation: Price & Terms

No action was taken on Closed Session Items.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 11:00 p.m.

Kristine Lawler, City Clerk

Councilmember Doble's Comments Regarding Agenda Item 12a:

One comment I'd like to get into the record. You know, I've spent quite a few hours walking around the building looking from the outside, looking from the streets near the building. The plastic that's coming off the windows is falling on to the street into the gutters. That Stormwater system drains to Gibson Creek. All those little pieces of plastic aren't really getting picked up; they're actually getting washed into the storm drain system, potentially getting in to Gibson Creek. I want to make sure we have in the record that that's another item, just another item that gives me concern because, and I think it should concern all of our citizens. Because there's a group in our community that spends countless hours throughout the year cleaning Gibson Creek, and we continually preach and try to educate our citizens about not polluting our water ways and this is just another example of - - here's one condition that is contributing to that.



ITEM NO.: 7a
MEETING DATE: JANUARY 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: REPORT OF DISBURSEMENTS FOR THE MONTH OF DECEMBER 2014

Payments made during the month of DECEMBER 2014, are summarized on the attached Report of Disbursements. Further detail is supplied on the attached Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable check numbers: 3009848 – 3009969, 3009970 – 3010013,
3010014 – 3010200, 3010201 - 3010205

Accounts Payable wire transfer numbers:

Payroll check numbers: 502379 – 502406, 502407 - 502438

Payroll Manual check numbers:

Void check numbers: 3000291, 3006284, 3009671,
3009688, 3010023

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

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

<u>Amount Budgeted</u>	<u>Source of Funds (title and #)</u>	<u>Account Number</u>	<u>Addit. Appropriation Requested</u>
\$			

Continued on Page 2

Recommended Action(s):

Approve the Report of Disbursements for the month of December 2014

Alternative Council Option(s): N/A

Citizens advised: N/A
Requested by: City Manager
Prepared by: Administrative Analyst – Finance Department
Coordinated with: Finance Director and City Manager
Attachments: Reports of Disbursements

Approved: _____

Jane Chambers, City Manager

**CITY OF UKIAH
REPORT OF DISBURSEMENTS
REGISTER OF PAYROLL AND DEMAND PAYMENTS
FOR THE MONTH OF DECEMBER 2014**

Demand Payments approved:

FUNDS:

100	General Fund	\$163,766.68	777	Airport	\$45,352.57
105	Measure S General Fund	\$47,391.39	778	Airport Capital Improvement	
110	Special General Fund		841	Sewer Construction Fund	
220	Equipment Reserve Fund		840	City/District Sewer	\$141,938.03
300	Park Development		844/94	Sewer Capital Projects Fund	\$109,256.60
302	Observatory Park Fund			City/District Sewer Replace	
310	Museum Grants		843	Special Sewer Fund (Cap Imp)	
	N.E.H.1. Museum Grant			San Dist Revolving Fund	
607	Prop. 84 Grant Fund		940	Sanitation District Special	
630	Asset Seizure Fund	\$10,718.01	943	Spec San Dist Fund (Camp Imp)	
631	Asset Seizure (Drug/Alcohol)		952	REDIP Sewer Enterprise Fund	
633	H&S Education 11489 (B)(2)(A1)	\$50.00	700	Sanitary Disposal Site Fund	\$16,360.20
634	Federal Asset Seizure Grants		701	Landfill Corrective Fund	
635	Sup Law Enforce. Srv. Fund (SLESF)	\$2,565.89	702	Disposal Closure Reserve	\$975.00
900	Community Oriented Policing		902	U.S.W. Bill & Collect	\$27,414.06
637	Local Law Enforce. Blk Grant		206	Public Safety Dispatch	\$2,716.77
638	Asset Forfeiture 11470.2 H&S		720	Golf	\$550.22
640	Parking Dist. #1 Oper & Maint	\$551.01	204	Warehouse/Stores	\$1,438.04
640	Parking Dist. #1 Revenue Fund		205	Billing Enterprise Fund	\$84,044.26
250	Special Revenue Fund	\$220,228.60	220	Fixed Asset Fund	
311	ARC General Operating Fund	\$2,371.00		Special Projects Reserve	
312	Downtown Business Improvement		610	City RDA Projects	
505	Signalization Fund		800	Electric	\$830,209.21
506	Bridge Fund	\$58.20	805	Street Lighting Fund	\$9,086.50
500	2106 Gas Tax Fund		806	Public Benefits Charges	\$21,661.64
501	2107 Gas Tax Fund		820	Water	\$67,841.28
503	2105 Gas Tax Fund		822	Special Water Fund (Cap Imp)	
779	Special Aviation Fund		900	Special Deposit Trust	\$9,583.71
778	Airport Capital Improvement		201	Worker's Comp. Fund	\$743.28
507	1998 STIP Augmentation Fund		202	Liability Fund	\$130,554.80
905	Federal Emerg. Shelter Grant		207	Payroll Posting Fund	\$404,437.60
600	Comm. Development Block Grant		901	General Service (Accts Recv)	\$1,138.96
601	EDBG 94-333 Revolving Loan		960	Community Redev. Agency	
602	Community Dev. Comm. Fund		961	RDA Housing Pass-Through	
603	08-HOME-4688		962	Redevelopment Housing Fund	
604	CDBG Grant 09-STBG-6417		963	Housing Debt	
606	CDBG Grant 10-EDEF-7261		964	RDA Capital Pass-Through	
508	SB325 Reimbursement Fund	\$17,921.66	965	Redevelopment Cap Imprv. Fund	
509	S.T.P.		966	Redevelopment Debt Svc.	
510	Trans-Traffic Congest Relief	\$82,636.78	967	Housing Bond Proceeds	
251	Specail Projects Reserve		968	Non-Housing Bond Proceeds	
730	Conference Center Fund	\$8,307.94	969	RDA Obligation Retirement Fd	\$6,658.80
691	Museum Fund	\$3,035.26	911	Russian River Watershed Assoc	\$24,715.81
605	11-Home-7654 Fund		900	Community Oriented Policing	
803	Lake Mendocino Bond-Int/Red		905	Fed. Emergency Shelter Prog.	
803	Lake Mendocino Bond-Reserve			Retainage withheld	
203	Garage	\$5,694.98	639	Special Revenue Police	
301	Anton Stadium Fund	\$1,200.56	704	Post Closure Fund - Solid Waste	
304	Swimming Pool Fund	\$1,453.52			
305	Riverside Park Fund				
306	Skate Park Fund				
903	Public Safety AB 109				

PAYROLL CHECK NUMBERS: 502376 - 502406

DIRECT DEPOSIT NUMBERS: 69236 - 69423

PAYROLL PERIOD: 11/23/14 - 12/06/14

PAYROLL CHECK NUMBERS: 502407 - 502438

DIRECT DEPOSIT NUMBERS: 69424 - 69610

PAYROLL PERIOD: 12/07/14 - 12/20/14

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3000291, 3006284, 3009671,

3009688, 3010023

MANUAL CHECK NUMBERS:

TOTAL DEMAND PAYMENTS- A/P CHECKS \$2,504,628.82

TOTAL DEMAND PAYMENTS-WIRES* & EFT's \$74.00

TOTAL PAYROLL CHECKS & DIRECT DEPOSITS \$668,383.60

TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS) \$552,066.77

* vendor name(if applicable)

TOTAL PAYMENTS

\$3,725,153.19

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

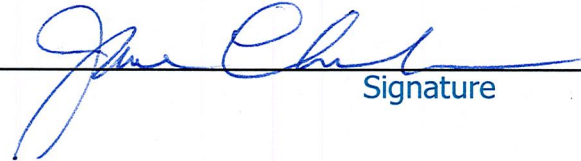
CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

List of Checks Presented for Approval on 12/5/2014

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


Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACME RIGGING & SUPPLY CO	266741	MISC RENTAL & SUPPLIES AS NEED	\$142.68	10520210-54100	SUPPLIES	\$142.68
Vendor Total:						\$142.68
ADAMSON POLICE PRODUCTS	INV157776	AMBER WARNING LIGHT	\$234.05	10022100-56130	EXTERNAL SERVICES	\$234.05
	SC033129	PUSH BUMPER	\$300.92	10520210-56130	EXTERNAL SERVICES	\$300.92
Vendor Total:						\$534.97
AIMEE SHIELDS	TRANSCRIPTI ON SVCS6	MONTHLY TRANSCRIPTIONS	\$2,500.00	63520210-52100	CONTRACTED SERVICES	\$2,500.00
Vendor Total:						\$2,500.00
ALLEN JAMES	112514	INSTRUCTOR	\$368.00	10022850-52100	CONTRACTED SERVICES	\$136.00
				10022850-52100	CONTRACTED SERVICES	\$232.00
Vendor Total:						\$368.00
ALPHA ANALYTICAL LABORATORIES INC	3041968- UKIAHLF.	MISCELLANEOUS LABORATORY WORK	(\$5,281.50)	70024500-52100	CONTRACTED SERVICES	(\$5,281.50)
	4110922- UKIAHLF	4110922-UKIAHLF LEACHATE - ANN	\$1,023.00	70024500-52100	CONTRACTED SERVICES	\$1,023.00
	4110955- UKIAHLF	4110922-UKIAHLF LEACHATE - ANN	\$3,272.50	70024500-52100	CONTRACTED SERVICES	\$3,272.50
	4110878- UKIAHLF	4110922-UKIAHLF LEACHATE - ANN	\$4,561.50	70024500-52100	CONTRACTED SERVICES	\$4,561.50
	4111001- UKIAHLF	4110922-UKIAHLF LEACHATE - ANN	\$4,561.50	70024500-52100	CONTRACTED SERVICES	\$4,561.50

List of Checks Presented for Approval on 12/5/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	4102964-UKIAHLF	4110922-UKIAHLF LEACHATE - ANN	\$5,413.50	70024500-52100	CONTRACTED SERVICES	\$5,413.50
					Vendor Total:	\$13,550.50
ALTEC INDUSTRIES INC	10292847	ELECTRICAL EQUIPMENT AND SUPPL	\$312.60	80026110-54100	SUPPLIES	\$312.60
	10314703	ELECTRICAL EQUIPMENT AND SUPPL	\$382.11	80026110-54100	SUPPLIES	\$382.11
					Vendor Total:	\$694.71
AMADOU CAMARA	111914	INSTRUCTOR	\$78.40	10022850-52100	CONTRACTED SERVICES	\$78.40
					Vendor Total:	\$78.40
AMERICAN WATER WORKS ASSOCIATION	111914	AWWA BOOK	\$68.50	82024414-54100	SUPPLIES	\$68.50
					Vendor Total:	\$68.50
ANTHEM BLUE CROSS	001464961A	BLUE CROSS INSURANCE PREMIUMS	\$178,503.36	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$14,875.37
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$163,627.99
					Vendor Total:	\$178,503.36
ASBURY ENVIRONMENTAL SVCS	130465812	ENVIRONMENTAL AND ECOLOGICAL S	\$400.00	80026400-52100	CONTRACTED SERVICES	\$400.00
					Vendor Total:	\$400.00
AT&T	000005922260	TELEPHONE	\$5,758.67	10010000-55100	TELEPHONE	\$12.55
				10011100-55100	TELEPHONE	\$15.34
				10012100-55100	TELEPHONE	\$45.77
				10012200-55100	TELEPHONE	\$56.18
				10013400-55100	TELEPHONE	\$20.86
				10014000-55100	TELEPHONE	\$25.49
				10016100-55100	TELEPHONE	\$33.79

List of Checks Presented for Approval on 12/5/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000005922260	TELEPHONE	\$5,758.67	10022100-55100	TELEPHONE	\$17.08
				10022100-55100	TELEPHONE	\$235.64
				10022300-55100	TELEPHONE	\$20.41
				10022500-55100	TELEPHONE	\$39.03
				10022810-55100	TELEPHONE	\$95.34
				10022840-55100	TELEPHONE	\$9.32
				10022900-55100	TELEPHONE	\$15.65
				10023100-55100	TELEPHONE	\$50.51
				10023320-55100	TELEPHONE	\$21.92
				10024210-55100	TELEPHONE	\$59.81
				10024220-55100	TELEPHONE	\$44.33
				10024300-55100	TELEPHONE	\$179.55
				10520210-55100	TELEPHONE	\$1,552.36
				10521210-55100	TELEPHONE	\$351.35
				20324100-55100	TELEPHONE	\$53.90
				20413500-55100	TELEPHONE	\$26.57
				20513300-55100	TELEPHONE	\$138.49
				20620231-55100	TELEPHONE	\$128.50
				64020213-55100	TELEPHONE	\$12.61
				69122700-55100	TELEPHONE	\$425.46
				70024500-55100	TELEPHONE	\$12.63
				72022400-55100	TELEPHONE	\$207.07
				73022600-55100	TELEPHONE	(\$4.00)

List of Checks Presented for Approval on 12/5/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000005922260	TELEPHONE	\$5,758.67	73022600-55100	TELEPHONE	\$321.37
				77710000-55100	TELEPHONE	\$1.67
				77712100-55100	TELEPHONE	\$0.88
				77712100-55100	TELEPHONE	\$1.63
				77713400-55100	TELEPHONE	\$2.09
				77716100-55100	TELEPHONE	\$0.44
				77722900-55100	TELEPHONE	\$0.82
				77725200-55100	TELEPHONE	\$118.00
				80010000-55100	TELEPHONE	\$13.39
				80011100-55100	TELEPHONE	\$2.19
				80012100-55100	TELEPHONE	\$13.89
				80013400-55100	TELEPHONE	\$10.43
				80016100-55100	TELEPHONE	\$5.27
				80022900-55100	TELEPHONE	\$12.36
				80026130-55100	TELEPHONE	\$199.20
				80026330-55100	TELEPHONE	\$214.24
				80026400-55100	TELEPHONE	\$200.89
				82010000-55100	TELEPHONE	\$6.69
				82011100-55100	TELEPHONE	\$1.75
				82012100-55100	TELEPHONE	\$9.81
				82013400-55100	TELEPHONE	\$2.19
				82013400-55100	TELEPHONE	\$9.39
				82022900-55100	TELEPHONE	\$6.18

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
AT&T	000005922260	TELEPHONE	\$5,758.67	82024410-55100	TELEPHONE	\$238.14
				82024411-55100	TELEPHONE	\$93.49
				84010000-55100	TELEPHONE	\$7.54
				84011100-55100	TELEPHONE	\$1.76
				84012100-55100	TELEPHONE	\$10.63
				84013400-55100	TELEPHONE	\$2.19
				84013400-55100	TELEPHONE	\$9.38
				84022900-55100	TELEPHONE	\$6.18
				84024420-55100	TELEPHONE	\$43.98
				84024425-55100	TELEPHONE	\$287.10
				0601809347	LIVE SCAN	\$1,030.01
	Vendor Total:					\$6,788.68
BJ'S EMBROIDERY	11958	EMBROIDERY SERVICES	\$700.92	10022100-54100	SUPPLIES	\$700.92
	11949	EMBROIDERY SERVICES	\$441.31	10022500-54100	SUPPLIES	\$441.31
	11948	EMBROIDERY SERVICES	\$454.29	10022500-54100	SUPPLIES	\$454.29
	11974	EMBROIDERY SERVICES	\$106.72	82024412-54100	SUPPLIES	\$106.72
	11975	EMBROIDERY SERVICES	\$108.02	82024412-54100	SUPPLIES	\$108.02
Vendor Total:					\$1,811.26	
BRIAN WEBB	UA111014	UNIFORM ALLOWANCE	\$974.52	10520218-51270	UNIFORM ALLOWANCE	\$974.52
Vendor Total:					\$974.52	

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CALIFORNIA MUNICIPAL STATISTICS INC	14112110	CAFR	\$475.00	10013400-54100	SUPPLIES	\$190.00
				77713400-54100	SUPPLIES	\$19.00
				80013400-54100	SUPPLIES	\$95.00
				82013400-54100	SUPPLIES	\$85.50
				84013400-54100	SUPPLIES	\$85.50
				Vendor Total: -----		\$475.00
CAROLLO ENGINEERS INC	0138142	DESIGN PHASES I&II RECYCLED WA	\$81,348.17	84424422-80230	INFRASTRUCTURE	\$81,348.17
				Vendor Total: -----		\$81,348.17
CDW GOVERNMENT INC	QS28223	Structural Supports and Racks,	\$368.91	10022900-54100	SUPPLIES	\$140.18
				77722900-54100	SUPPLIES	\$7.37
				80022900-54100	SUPPLIES	\$110.67
				82022900-54100	SUPPLIES	\$55.34
				84022900-54100	SUPPLIES	\$55.35
				Vendor Total: -----		\$368.91
CHRISTOPHER LONG	UA102614	UNIFORM ALLOWANCE	\$85.00	10520210-51270	UNIFORM ALLOWANCE	\$85.00
	UA102814	UNIFORM ALLOWANCE	\$190.00	10520210-51270	UNIFORM ALLOWANCE	\$190.00
	Vendor Total: -----		\$275.00			
CLARK PEST CONTROL	16169331	PEST CONTROL SVCS *TEMPORARY*	\$74.00	80026330-52100	CONTRACTED SERVICES	\$74.00
	16296915	PEST CONTROL SVCS *TEMPORARY*	\$95.00	80026400-52100	CONTRACTED SERVICES	\$95.00
Vendor Total: -----		\$169.00				

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
CLEAN ENERGY	PJI00003904	Gasoline, Compressed Natural G	\$1,966.44	10024220-56130	EXTERNAL SERVICES	\$1,966.44
					Vendor Total:	\$1,966.44
COMCAST	NOV 14	INTERNET SERVICE	\$117.13	31122870-52100	CONTRACTED SERVICES	\$117.13
	NOV14.	INTERNET	\$140.38	73022600-55100	TELEPHONE	\$140.38
					Vendor Total:	\$257.51
COMPUTER OPTIONS INC	BILL32841	IT SERVICES	\$1,012.50	10022900-52100	CONTRACTED SERVICES	\$384.75
				77722900-52100	CONTRACTED SERVICES	\$20.25
				80022900-52100	CONTRACTED SERVICES	\$303.75
				82022900-52100	CONTRACTED SERVICES	\$151.88
				84022900-52100	CONTRACTED SERVICES	\$151.87
					Vendor Total:	\$1,012.50
COOPER COMPLIANCE CORPORATION	1138	CONSULTING SERVICES	\$2,583.00	80026400-52100	CONTRACTED SERVICES	\$2,583.00
	1099	NERC AND WECC REGULATORY COMPL	\$2,583.00	80026400-52100	CONTRACTED SERVICES	\$2,583.00
					Vendor Total:	\$5,166.00
COUNTY OF MENDOCINO COUNTY CLERK-RECORDER	DV120414	NOTICE OF DETERMINATION FOR COSTCO EIR	\$3,029.00	10023100-52100	CONTRACTED SERVICES	\$3,029.00
					Vendor Total:	\$3,029.00
DAVID BIGLER	BILL 1	IRRIGATION DESIGN FOR ANTON ST	\$2,250.00	10022100-52100	CONTRACTED SERVICES	\$2,250.00
					Vendor Total:	\$2,250.00
DC ELECTRIC GROUP INC	23540	PUBLIC WORKS AND RELATED SERVI	\$5,465.00	10024214-52100	CONTRACTED SERVICES	\$5,465.00
					Vendor Total:	\$5,465.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	269112.	SECURITY SYSTEM AT OBSERVATORY	\$39.95	10022100-52180	SECURITY SERVICES	\$39.95
	269112	ALARM SERVICES AS REQUIRED	\$479.45	10022100-52180	SECURITY SERVICES	\$56.90
				10022500-52180	SECURITY SERVICES	\$42.95
				10022822-52180	SECURITY SERVICES	\$22.95
				10024300-52180	SECURITY SERVICES	\$27.25
				69122700-52180	SECURITY SERVICES	\$85.90
				73022600-52180	SECURITY SERVICES	\$41.90
				73022600-52180	SECURITY SERVICES	\$74.90
				80026400-52180	SECURITY SERVICES	\$24.50
				82024410-52180	SECURITY SERVICES	\$28.62
				82024411-52180	SECURITY SERVICES	\$44.95
				84024421-52180	SECURITY SERVICES	\$28.63
				Vendor Total:		\$519.40
DELL MARKETING LP	XJK8XC6N8	COMPUTER HARDWARE AND PERIPHER	\$2,028.97	80026400-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,028.97
	XJKCN51C6	LAPTOP CHARGER	\$172.22	10022900-54100	SUPPLIES	\$65.45
				77722900-54100	SUPPLIES	\$3.45
				80022900-54100	SUPPLIES	\$51.66
				82022900-54100	SUPPLIES	\$25.83
				84022900-54100	SUPPLIES	\$25.83
	XJK1J1582	Microcomputers, Handheld, Lapt	\$1,667.25	10024210-54100	SUPPLIES	\$416.80
				70024500-54100	SUPPLIES	\$416.82
				82024410-54100	SUPPLIES	\$416.81

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DELL MARKETING LP	XJK1J1582	Microcomputers, Handheld, Lapt	\$1,667.25	84024420-54100	SUPPLIES	\$416.82
	XJK8MK231	COMPUTER HARDWARE AND PERIPHER	\$1,734.37	10520210-54100	SUPPLIES	\$1,734.37
	Vendor Total:					\$5,602.81
DENBESTE LANDSCAPE SUPPLIES	148388	MISC LANDSCAPE SUPPLIES AS NEE	\$376.71	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.75)
				10022100-54100	SUPPLIES	\$1.75
				10022100-54100	SUPPLIES	\$376.71
	148394	MISC LANDSCAPE SUPPLIES AS NEE	\$565.06	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$2.62)
				10022100-54100	SUPPLIES	\$2.62
				10022100-54100	SUPPLIES	\$565.06
Vendor Total:					\$941.77	
DIRECT METALS	139121	BAR GRATING	\$650.00	84024425-56300	BUILDING MAINT. & REPAIR	\$650.00
EAST BAY TRUCK CENTER	801542	PANEL	\$162.78	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.70)
				84024421-56130	EXTERNAL SERVICES	\$0.70
				84024421-56130	EXTERNAL SERVICES	\$162.78
				Vendor Total:		
EBA ENGINEERING	26952	CORP YARD QTRLY REMEDIATION SY	\$6,409.54	25024300-52100	CONTRACTED SERVICES	\$6,409.54
EEL RIVER FUELS	348217	MISC FUEL AND OIL AS NEEDED	\$339.96	77725200-58401	AVIATION FUEL	\$339.96
	345038	MISC FUEL AND OIL AS NEEDED	\$757.50	20324100-56210	FUEL & FLUIDS	\$757.50
	Vendor Total:					\$1,097.46

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
EFFICIENCY SERVICES GROUP LLC	565	ADMIN OF EUD PUBLIC BENEFITS P	\$3,810.00	80626500-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,810.00
					Vendor Total:	\$3,810.00
ENVIRONMENTAL SCIENCE ASSOCIATES INC	111269	PREPARATION OF AN ENVIRONMENTA	\$4,390.00	10023100-52100	CONTRACTED SERVICES	\$4,390.00
					Vendor Total:	\$4,390.00
EPIC AVIATION LLC	6652509	JET FUEL	\$23,894.36	77725200-58401	AVIATION FUEL	\$23,894.36
					Vendor Total:	\$23,894.36
FARWEST LINE SPECIALTIES	17993	CLOTHING ACCESSORIES (SEE CLAS	\$339.34	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.37)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.50)
				80026400-54100	SUPPLIES	\$1.87
				80026400-54100	SUPPLIES	\$339.34
					Vendor Total:	\$339.34
FASTENAL	CAUKA13535	SUPPLIES	\$155.37	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$31.87
				10024220-54120	PW - SPECIAL SUPPLIES	\$123.50
					Vendor Total:	\$155.37
FEDERAL EXPRESS	2-852-66931	SHIPPING CHARGES	\$346.11	10013400-54101	POSTAGE	\$9.15
				10013400-54101	POSTAGE	\$9.17
				10520210-54101	POSTAGE	\$7.50
				10520210-54101	POSTAGE	\$7.75
				10520210-54101	POSTAGE	\$18.50
				10520210-54101	POSTAGE	\$18.50
				10520210-54101	POSTAGE	\$25.50

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
FEDERAL EXPRESS	2-852-66931	SHIPPING CHARGES	\$346.11	10520210-54101	POSTAGE	\$42.12
				10520210-54101	POSTAGE	\$46.24
				10520210-54101	POSTAGE	\$61.43
				10521210-54101	POSTAGE	\$56.18
				77713400-54101	POSTAGE	\$0.91
				77713400-54101	POSTAGE	\$0.91
				80013400-54101	POSTAGE	\$4.57
				80013400-54101	POSTAGE	\$4.57
				82013400-54101	POSTAGE	\$4.11
				82013400-54101	POSTAGE	\$4.11
				84013400-54101	POSTAGE	\$4.11
				84013400-54101	POSTAGE	\$4.11
				84024425-54100	SUPPLIES	\$16.67
				Vendor Total:		\$346.11
GENERAL PACIFIC INC	1228689	ELECTRICAL EQUIPMENT AND SUPPL	\$297.56	80026110-54100	SUPPLIES	\$297.56
				Vendor Total:		\$297.56
GHD INC	87246	COUNTY COURTHOUSE TRAFFIC STUD	\$5,142.00	10024210-52100	CONTRACTED SERVICES	\$5,142.00
	87033	DESIGN OF WELL #9	\$8,746.63	82024410-52100	CONTRACTED SERVICES	\$8,746.63
	87247	TRANSPORTATION IMPROVEMENTS RE	\$286.50	25024210-80230	INFRASTRUCTURE	\$286.50
	87129	CONSULTING SVCS NW PACIFIC RAI	\$14,756.75	25024210-80230	INFRASTRUCTURE	\$14,756.75
Vendor Total:						\$28,931.88

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
GRAINGER INC	9600553961	HOUR METERS	\$96.45	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$96.45
	9595798803	SUPPLIES	\$263.26	82024411-54100	SUPPLIES	\$263.26
Vendor Total:						\$359.71
GREATER UKIAH CHAMBER OF COMMERCE	DV120114	MEMBERSHIP	\$1,080.00	10012400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,080.00
Vendor Total:						\$1,080.00
GROENIGER & CO	1039116-1	PLUMBING EQUIPMENT, FIXTURES,	\$698.87	82000000-12104	INVENTORY - PURCHASES	\$698.87
Vendor Total:						\$698.87
HARTFORD RETIREE PREMIUM ACCT	50011-DEC14	RETIREE HEALTH INSURANCE	\$2,937.15	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,937.15
Vendor Total:						\$2,937.15
HD SUPPLY POWER SOLUTIONS LTD BENICIA	2713471-02	ELECTRICAL EQUIPMENT AND SUPPL	\$112.99	80000000-12104	INVENTORY - PURCHASES	\$112.99
	2713471-00	ELECTRICAL EQUIPMENT AND SUPPL	\$276.26	80000000-12104	INVENTORY - PURCHASES	\$276.26
	2695166-00	ELECTRICAL EQUIPMENT AND SUPPL	\$555.76	80000000-12104	INVENTORY - PURCHASES	\$555.76
Vendor Total:						\$945.01
IBEW, LOCAL 1245	DV112514	ELECTRIC UNIT UNION DUES	\$1,316.08	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,316.08
Vendor Total:						\$1,316.08
INTEGRITY SHRED	45317	DOCUMENT SHREDDING	\$28.50	10016100-54160	HR - CITY LIABILITY & CONTRACT	\$21.95
				77716100-54160	HR - CITY LIABILITY & CONTRACT	\$0.29
				80016100-54160	HR - CITY LIABILITY & CONTRACT	\$3.42
				82016100-54160	HR - CITY LIABILITY & CONTRACT	\$1.43
				84016100-54160	HR - CITY LIABILITY & CONTRACT	\$1.41

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
INTEGRITY SHRED	45318	DOCUMENT SHREDDING	\$57.00	10520210-54100	SUPPLIES	\$28.50
				20620231-54100	SUPPLIES	\$28.50
				Vendor Total:		\$85.50
ISA	14/15	MEMBERSHIP RENEWAL	\$130.00	10022100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$130.00
				Vendor Total:		\$130.00
ISABEL MADRIGAL	UA102314	UNIFORM ALLOWANCE	\$85.00	10520210-51270	UNIFORM ALLOWANCE	\$85.00
				Vendor Total:		\$85.00
JACK WANN	DV112514	INSTRUCTOR	\$900.00	10022850-52100	CONTRACTED SERVICES	\$900.00
				Vendor Total:		\$900.00
JENNIFER COURSEY	780	DRUG ED COLUMN/PRFM RPT CARD/V	\$800.00	63020210-52100	CONTRACTED SERVICES	\$800.00
				Vendor Total:		\$800.00
JEREMY NASH	DV112514	INSTRUCTOR	\$200.00	10022850-52100	CONTRACTED SERVICES	\$200.00
				Vendor Total:		\$200.00
KAREN JACOBSON TODD	DV112014	INSTRUCTOR	\$322.00	10022850-52100	CONTRACTED SERVICES	\$322.00
				Vendor Total:		\$322.00
KEITH MOWERY	DV112514	INSTRUCTOR	\$200.00	10022850-52100	CONTRACTED SERVICES	\$200.00
				Vendor Total:		\$200.00
KENNETH JUDD	DV112514	REIMBURSE - STATE CERT TEST	\$350.00	84024425-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$350.00
				Vendor Total:		\$350.00
KIFF ANALYTICAL LLC	89378	SAMPLING AND SAMPLE PREPARATIO	\$3,357.00	80026400-52100	CONTRACTED SERVICES	\$3,357.00

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
KIFF ANALYTICAL LLC	89476 & 89653	SAMPLING AND SAMPLE PREPARATIO	\$11,315.00	80026400-52100	CONTRACTED SERVICES	\$11,315.00
					Vendor Total:	\$14,672.00
LINCOLN EQUIPMENT INC	SI253466	SUPPLIES	\$568.50	10022300-54100	SUPPLIES	\$568.50
					Vendor Total:	\$568.50
LORELEI SCOTT	30%	Signs, Miscellaneous (Not Othe	\$1,453.52	30400000-47110	CONTRIBUTIONS & DONATIONS	\$1,453.52
					Vendor Total:	\$1,453.52
MATHESON TRI-GAS INC	10169227	OXYGEN & MISC AS NEEDED	\$26.19	80026130-54100	SUPPLIES	\$26.19
					Vendor Total:	\$26.19
MCMASTER-CARR SUPPLY CO	16297496	PRY BARS	\$53.09	84024420-54100	SUPPLIES	\$53.09
					Vendor Total:	\$53.09
MEL GRANDI	SEPT14	REIMBURSE MILEAGE	\$14.56	80026400-57100	CONFERENCE & TRAINING	\$14.56
	NOV14	REIMBURSE MILEAGE	\$288.96	80026400-57100	CONFERENCE & TRAINING	\$288.96
	OCT14	REIMBURSE MILEAGE	\$456.95	80026400-57100	CONFERENCE & TRAINING	\$456.95
	AUG14	REIMBUSRE MILEAGE	\$464.80	80026400-57100	CONFERENCE & TRAINING	\$464.80
					Vendor Total:	\$1,225.27
MENDOCINO COUNTY AIR QUALITY MANAGEMENT	DV112014	APP FOR OPERATION OF 2008	\$322.25	10024220-59101	FEES	\$322.25
					Vendor Total:	\$322.25
MENDOCINO COUNTY GENERAL SVCS	MONTHLY FY14155	NARROW BANDIG SPANISH MNT	\$50.00	20620231-52100	CONTRACTED SERVICES	\$50.00
					Vendor Total:	\$50.00
MENDOCINO COUNTY TAX COLLECTOR	14-15.51109	PROPERTY TAXES - GIBSON CREEK	\$89.99	10022100-59100	PROPERTY TAXES PAID	\$89.99

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MENDOCINO COUNTY TAX COLLECTOR	14-15.51112	PROPERTY TAXES - 1970 W STANDLEY	\$575.50	10022100-59100	PROPERTY TAXES PAID	\$575.50
	14-15.57217	PROPERTY TAXES - 2300 VICHY SPRINGS RD	\$274.81	70024500-59100	PROPERTY TAXES PAID	\$274.81
	14-15.57045	PROPERTY TAXES - 3100 VICHY SPRINGS RD	\$717.64	70024500-59100	PROPERTY TAXES PAID	\$717.64
	14-15.4138	PROPERTY TAXES - 1601 S STATE ST	\$567.13	77725200-59100	PROPERTY TAXES PAID	\$567.13
	14-15.59271	PROPERTY TAXES - 300 PLANT RD	\$783.51	84024425-59100	PROPERTY TAXES PAID	\$783.51
	14-15.59267	PROPERTY TAXES - 217 NORGARD LN	\$2,021.14	84024425-59100	PROPERTY TAXES PAID	\$2,021.14
	14-15.29333	PROPERTY TAXES - 3495 TAYLOR DR	\$2,122.81	84024425-59100	PROPERTY TAXES PAID	\$2,122.81
Vendor Total:						\$7,152.53
MICHAEL TUFTS	2014-199(A)	PRE EMPLOYMENT EXAM & REPORT	\$650.00	10520210-52100	CONTRACTED SERVICES	\$650.00
						Vendor Total:
MICHELLE VALENCIA	DV112514	INSTRUCTOR	\$91.00	10022850-52100	CONTRACTED SERVICES	\$91.00
						Vendor Total:
MOTION INDUSTRIES INC	CA23-488901	BEARING, FITTINGS & MISC ITEMS	\$102.21	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.47)
				80026330-54100	SUPPLIES	\$0.47
				80026330-54100	SUPPLIES	\$102.21
	CA23-488690	BEARING, FITTINGS & MISC ITEMS	\$24.19	80026330-54100	SUPPLIES	\$24.19
						Vendor Total:
MUNICIPAL MAINTENANCE EQUIPMENT	0096240-IN	MISC PARTS AS NEEDED	\$38.80	10520210-56130	EXTERNAL SERVICES	\$38.80
	0096163-IN	MISC PARTS AS NEEDED	\$194.97	10520210-56130	EXTERNAL SERVICES	\$194.97
Vendor Total:						\$233.77

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
NATIONAL DOCUMENT SOLUTIONS	62303	Envelope Printing	\$2,027.35	20513300-54100	SUPPLIES	\$2,027.35
					Vendor Total:	\$2,027.35
NORD-AGRAR INTERNATIONAL INC	1886	ROAD AND HIGHWAY BUILDING MATE	\$3,871.88	10024220-54128	PW - COLD PATCH MATERIAL	\$3,871.88
					Vendor Total:	\$3,871.88
NORTHERN AGGREGATES INC	45015	WWTP OPERATION SUPPLIES	\$654.30	84024425-56300	BUILDING MAINT. & REPAIR	\$654.30
					Vendor Total:	\$654.30
NORTHWEST PUBLIC POWER ASSOCIATION	DV111814	REGISTRATION FEES	\$3,440.00	80626400-57100	CONFERENCE & TRAINING	\$740.00
				80626400-57100	CONFERENCE & TRAINING	\$2,700.00
	111719	2015 UTILITY MEMBERSHIP DUES	\$5,511.06	80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$1,740.00
				80026400-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$3,771.06
					Vendor Total:	\$8,951.06
OCCU-MED LTD	DV111014	PRE EMPLOYMENT PHYSICAL11145110A	\$70.00	10016100-54161	HR - BACKGROUND & PHYSICALS	\$53.90
				77716100-54161	HR - BACKGROUND & PHYSICALS	\$0.70
				80016100-54161	HR - BACKGROUND & PHYSICALS	\$8.40
				82016100-54161	HR - BACKGROUND & PHYSICALS	\$3.50
				84016100-54161	HR - BACKGROUND & PHYSICALS	\$3.50
					Vendor Total:	\$70.00
OLIN CORPORATION	1919983	SODIUM HYDROCHLORITE 12.5% PER	\$2,939.98	84024425-58202	WATER TREATMENT PLANT CHEMICAL	\$2,939.98
					Vendor Total:	\$2,939.98
ONE TIME PAY VENDOR	10624-5	ENERGY REBATE	\$50.00	80626400-52100	CONTRACTED SERVICES	\$50.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	111314	ENERGY REBATE	\$50.00	80626400-52100	CONTRACTED SERVICES	\$50.00
	33598-4	ENERGY REBATE, REFRIGERATOR	\$50.00	80626400-52100	CONTRACTED SERVICES	\$50.00
	12079-0	ENERGY REBATE, CLOTHES WASHER	\$100.00	80626400-52100	CONTRACTED SERVICES	\$100.00
	111889-2	ENERGY REBATE, AC	\$549.00	80626400-52100	CONTRACTED SERVICES	\$549.00
	59706-2	ENERGY REBATE, HEAT PUMP	\$803.00	80626400-52100	CONTRACTED SERVICES	\$803.00
	58812-9	ENERGY REBATE, CEILING/ATTIC INSULATION	\$1,408.00	80626400-52100	CONTRACTED SERVICES	\$1,408.00
	11502-2	ENERGY REBATE, CEILING/ATTIC INSULATION	\$2,126.00	80626400-52100	CONTRACTED SERVICES	\$2,126.00
	DV112414	CLASS REFUND	\$46.75	10022831-44915	RECREATION PROGRAM INCOME	\$46.75
	107985-4	UTILITY REFUND	\$47.44	90100000-10421	UTILITY RECEIVABLES CLEARING	\$47.44
	106905-3	UTILITY REFUND	\$136.79	90100000-10421	UTILITY RECEIVABLES CLEARING	\$136.79
Vendor Total:						\$5,366.98
ONESOURCE DISTRIBUTORS LLC	S4531283-001	ELECTRICAL EQUIPMENT AND SUPPL	\$677.94	80026110-54100	SUPPLIES	\$677.94
Vendor Total:						\$677.94
OPERATING ENGINEERS UNION	1411-1	NOV 2014 UNION DUES	\$1,519.00	20700000-20509	P/R DEDUCT.-UNION DUES	\$1,519.00
Vendor Total:						\$1,519.00
PAUL & HING CHAN FAMILY ENT LP	PARKS OFFICE RENT6	MONTHLY RENT 185 MASON STREET	\$1,300.00	10022100-61410	RENT ALLOCATION	\$1,300.00
Vendor Total:						\$1,300.00
PITNEY BOWES INC	599423	POSTAGE MACHINE LEASE & SUPPLI	\$61.59	73022600-52100	CONTRACTED SERVICES	\$61.59
Vendor Total:						\$61.59

List of Checks Presented for Approval on 12/5/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
POWER INDUSTRIES INC	671375	AUTO REPAIR SUPPLIES	\$150.41	10024220-56130	EXTERNAL SERVICES	\$150.41
Vendor Total:						\$150.41
PUBLIC SERVICE DEPARTMENT	112514	UTILITY BILLING 10/3-11/4/14	\$89,079.55	10012400-52100	CONTRACTED SERVICES	\$530.47
				10017100-52100	CONTRACTED SERVICES	\$118.84
				10022100-52100	CONTRACTED SERVICES	\$10,783.96
				10022300-52100	CONTRACTED SERVICES	\$2,790.40
				10022500-52100	CONTRACTED SERVICES	\$6,098.29
				10024220-52100	CONTRACTED SERVICES	\$433.74
				10024300-52100	CONTRACTED SERVICES	\$141.09
				10026630-52100	CONTRACTED SERVICES	\$678.28
				20324100-52100	CONTRACTED SERVICES	\$889.68
				20620231-52100	CONTRACTED SERVICES	\$63.89
				25024300-52100	CONTRACTED SERVICES	\$136.91
				64020213-52100	CONTRACTED SERVICES	\$538.40
				69122700-52100	CONTRACTED SERVICES	\$1,678.14
				73022600-52100	CONTRACTED SERVICES	\$2,141.59
				77725200-52100	CONTRACTED SERVICES	\$1,855.38
				80026400-52100	CONTRACTED SERVICES	\$576.18
				80526610-52100	CONTRACTED SERVICES	\$9,086.50
				80626500-52133	MONTHLY DISCOUNT PROGRAM	\$115.59
				82024410-55210	UTILITIES	\$367.29
				82024411-55210	UTILITIES	\$24,846.55

List of Checks Presented for Approval on 12/5/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	112514	UTILITY BILLING 10/3-11/4/14	\$89,079.55	84024421-55210	UTILITIES	\$75.40
				84024425-55210	UTILITIES	\$25,132.98
				Vendor Total:		\$89,079.55
R EMMETT JONES	OCT14	MANAGEMENT ADVISORY SERVICES F	\$675.00	70224500-52100	CONTRACTED SERVICES	\$675.00
				Vendor Total:		\$675.00
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DEC-14	1214 REMIF INSURANCE	\$19,410.59	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,624.00
				20700000-20523	P/R DEDUCT-LTD	\$2,531.46
				20700000-20510	REMIF DENTAL	\$13,678.00
				20700000-20512	REMIF LIFE	\$196.85
				20700000-20511	REMIF VISION	(\$363.00)
				20112400-52525	WORKER'S COMP. EXPENSE	\$743.28
				Vendor Total:		\$19,410.59
REOA LTD	913	OFFICIATING OF ADULT SOFTBALL	\$2,778.00	10022822-52100	CONTRACTED SERVICES	\$2,778.00
				Vendor Total:		\$2,778.00
RESERVE ACCOUNT	COPY ROOM3	EVERY OTHER MONTH	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
				Vendor Total:		\$6,500.00
RICK PINTANE	12/14 - 12/19/14	TRAVEL ADVANCE	\$931.20	10520210-57100	CONFERENCE & TRAINING	\$931.20
				Vendor Total:		\$931.20
RKS RESEARCH & CONSULTING	P4437	RESIDENTIAL SOLAR STUDY	\$2,000.00	80026400-52100	CONTRACTED SERVICES	\$2,000.00
				Vendor Total:		\$2,000.00

List of Checks Presented for Approval on 12/5/2014

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ROBERT PERKOWSKI	12628	UNIFORM EXPENSES	\$177.33	10022100-54100	SUPPLIES	\$177.33
					Vendor Total:	\$177.33
RONALD DONOHUE	12/2 - 12/3/14	TRAVEL ADVANCE	\$30.00	10520210-57100	CONFERENCE & TRAINING	\$30.00
	12/2 - 12/23/14	TRAVEL ADVANCE	\$288.00	10520210-57100	CONFERENCE & TRAINING	\$288.00
					Vendor Total:	\$318.00
SBOE SPECIAL TAXES REMIT PROCESSING	DV120414	WATER RIGHTS FEE APP ID A021127	\$161.01	84024425-59101	FEES	\$161.01
					Vendor Total:	\$161.01
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS	25483	PREP OF STORM DRAIN MAINT & RE	\$5,867.50	50824210-52100	CONTRACTED SERVICES	\$5,867.50
					Vendor Total:	\$5,867.50
SHAPE PRODUCTS	179214	WWTP CHEMICAL SUPPLIES AS NEEDED	\$951.70	84024425-54100	SUPPLIES	\$951.70
					Vendor Total:	\$951.70
SHN CONSULTING ENGINEERS & GEOLOGISTS INC	84009	ENVIRONMENTAL ENGNG - ORCHARD	\$58.20	50624210-52100	CONTRACTED SERVICES	\$58.20
					Vendor Total:	\$58.20
SNAP-ON INDUSTRIAL	ARV/24014859	SMALL TOOLS	\$32.02	20324100-54102	SMALL TOOLS	\$32.02
					Vendor Total:	\$32.02
SOLID WASTES SYSTEMS INC	DV111314	RESIDENTIAL GARBAGE FEES OCT14	\$27,414.06	90200000-52170	UKIAH WASTE SOLUTIONS	\$27,414.06
					Vendor Total:	\$27,414.06
SONSRAY MACHINERY LLC	P01522-04	AUTO REPAIR SUPPLIES	\$54.54	84024421-56130	EXTERNAL SERVICES	\$54.54
	P01623-04	AUTO REPAIR SUPPLIES	\$147.88	84024421-56130	EXTERNAL SERVICES	\$147.88
					Vendor Total:	\$202.42

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SPENCER BREWER III	DV112514	CONCERT MANAGEMENT	\$2,500.00	90000000-23226	CONCERT SERIES	\$2,500.00
					Vendor Total:	\$2,500.00
SPORT & CYCLE INC	194487	SPORTING GOODS, ATHLETIC EQUIP	\$1,405.33	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$6.09)
				10022822-54100	SUPPLIES	\$6.09
				10022822-54100	SUPPLIES	\$1,405.33
					Vendor Total:	\$1,405.33
STATE WATER RESOURCES CONTROL BOARD	DV112014.1	CORP YARD ANNUAL PERMIT FEES 1B11104RMEN	\$8,823.00	10024300-59101	FEES	\$8,823.00
	DV112014.3	UCCS ANNUAL PERMIT FEES 1SSO10074	\$2,088.00	84024421-59101	FEES	\$2,088.00
	DV112014.2	UVSD ANNUAL PERMIT FEES 1SSO11454	\$2,088.00	84024421-59101	FEES	\$2,088.00
	DV112014	WWTP ANNUAL PERMIT 1B84029OMEN	\$11,878.00	84024425-59101	FEES	\$11,878.00
					Vendor Total:	\$24,877.00
STEVEN OROPEZA	SF 17626	REIMBURSE CLASS A LICENSE	\$70.00	10024220-54120	PW - SPECIAL SUPPLIES	\$70.00
					Vendor Total:	\$70.00
TRACEY PORTER	12/15 - 12/16/14	TRAVEL ADVANCE	\$171.40	20620232-57100	CONFERENCE & TRAINING	\$171.40
					Vendor Total:	\$171.40
TRAINING FOR SAFETY INC	DV111814	MC-14-03 DISPATCH TRAINING	\$109.00	20620232-57100	CONFERENCE & TRAINING	\$109.00
	DV112014	DU-15-01 DISPATCH TRAINING	\$296.00	20620232-57100	CONFERENCE & TRAINING	\$296.00
					Vendor Total:	\$405.00
TRINIDAD ARTEAGA	331751	HOSE CLAMPS	\$129.70	20324100-54102	SMALL TOOLS	\$129.70
					Vendor Total:	\$129.70

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
TRIPLE S CAMERA SHOP	99926	ADVERTISING & PROMOTION	\$128.56	10022810-54100	SUPPLIES	\$128.56
Vendor Total:						\$128.56
UKIAH ROUND TREE GLASS	146671	AUTO REPAIR, DRIVER SIDE GLASS	\$125.00	10520210-56130	EXTERNAL SERVICES	\$125.00
Vendor Total:						\$125.00
UKIAH VALLEY MEDICAL CENTER	DV112414	PRE EMPLOYMENT EXAMS 1014	\$310.62	10520210-52100	CONTRACTED SERVICES	\$175.62
				82024414-59101	FEES	\$135.00
	DV112114	REFUND DEPOSIT GRACE HUDSON MEETING ROOM	\$400.00	69100000-46530	MUSEUM MEETING RENTALS	\$400.00
Vendor Total:						\$710.62
UNITED ROTARY BRUSH CORP	CI163182	AUTO REPAIR SUPPLIES	\$537.44	10024220-56130	EXTERNAL SERVICES	\$537.44
	CI163102	AUTO REPAIR SUPPLIES	\$604.78	10024220-56130	EXTERNAL SERVICES	\$604.78
Vendor Total:						\$1,142.22
US POST OFFICE	DV5	PERMIT 243	\$3,500.00	20513300-54101	POSTAGE	\$3,500.00
Vendor Total:						\$3,500.00
USA BLUEBOOK	500414	WTP FACILITY SUPPLIES	\$294.06	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$294.06
	500786	WTP FACILITY SUPPLIES	\$365.46	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$365.46
	506510	WWTP FACILITY SUPPLIES	\$795.22	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$795.22
	455627	WTP CHEMICAL SUPPLIES AS NEEDED	\$69.16	82024411-54100	SUPPLIES	\$69.16
Vendor Total:						\$1,523.90
WAGeworks INC	125AI0357716	ADMIN FEES SECTION 125 MEDICAL	\$125.00	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$54.02

List of Checks Presented for Approval on 12/5/2014

Invoices

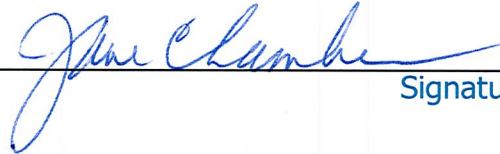
Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WAGEWORKS INC	125AI0357716	ADMIN FEES SECTION 125 MEDICAL	\$125.00	10016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$54.65
				77716100-52151	AFLAC & PERS INSUR ADMIN FEES	\$0.71
				80016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$8.52
				82016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$3.55
				84016100-52151	AFLAC & PERS INSUR ADMIN FEES	\$3.55
				Vendor Total:		\$125.00
WALMART COMMUNITY	00319	MISC ITEMS AS NEEDED	\$50.65	77725200-56300	BUILDING MAINT. & REPAIR	\$50.65
	07478	MISC ITEMS AS NEEDED	\$8.53	10024210-57100	CONFERENCE & TRAINING	\$1.37
				10024220-57100	CONFERENCE & TRAINING	\$1.88
				20324100-57100	CONFERENCE & TRAINING	\$0.68
				82024411-57100	CONFERENCE & TRAINING	\$0.94
				82024414-57100	CONFERENCE & TRAINING	\$1.02
				84024421-57100	CONFERENCE & TRAINING	\$1.02
				84024425-57100	CONFERENCE & TRAINING	\$1.62
	04289	MISC ITEMS AS NEEDED	\$20.44	90000000-23219	PUMPKINFEST	\$20.44
	2345	MISC ITEMS AS NEEDED	\$14.64	10022810-54100	SUPPLIES	\$14.64
	000706	MISC ITEMS AS NEEDED	\$116.78	80026400-54100	SUPPLIES	\$116.78
	CORRECT LATE FEES	MISC ITEMS AS NEEDED	(\$16.26)	82024414-54100	SUPPLIES	(\$8.13)
				84024421-54100	SUPPLIES	(\$8.13)

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
WALMART COMMUNITY	01741	MISC ITEMS AS NEEDED	\$16.18	84024425-54100	SUPPLIES	\$16.18
					Vendor Total:	\$210.96
					INVOICE TOTAL:	\$643,952.09

List of Checks Presented for Approval on 12/10/2014

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


Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ACT INC/APPLIED COMBUSTSION	ACT14-1370A	FD EQUIPMENT REPAIR & MAINTENANCE	\$768.60	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.13)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.52)
				10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$8.42
				10520210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$768.60
				90000000-23013	STATE USE TAX LIABILITY	(\$7.77)
				Vendor Total:		\$768.60
AFLAC	643545	DEC 2014-AFLAC J6482	\$6,616.94	20700000-20527	SECTION 125 (CANCER & LIFE)	\$6,616.94
				Vendor Total:		\$6,616.94
AFLAC GROUP INSURANCE	A046261600	DEC 2014-AFLAC CRITICAL CARE INS	\$563.38	20700000-20538	AFLAC CRITICAL ILLNSS POLICY	\$563.38
				Vendor Total:		\$563.38
AT&T	DEC 2014	911 SYSTEM	\$317.68	20620231-52100	CONTRACTED SERVICES	\$317.68
				Vendor Total:		\$317.68
CONTRA COSTA COUNTY LETC	DV120214	PD TRAINING	\$278.00	10520210-57100	CONFERENCE & TRAINING	\$278.00
				Vendor Total:		\$278.00
COUNTY OF MENDOCINO COUNTY CLERK-RECORDER	DV120814	NOTICE OF DETERMINATION, COSTCO	\$50.00	10023100-52100	CONTRACTED SERVICES	\$50.00
				Vendor Total:		\$50.00

List of Checks Presented for Approval on 12/10/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
DARLENE R SIMPSON	PP#2	NW PACIFIC RAIL TRAIL PROJ PHA	\$206,212.00	25024210-80230	INFRASTRUCTURE	\$206,212.00
Vendor Total:						\$206,212.00
DAVID RAPPORT	6110	LEGAL SERVICES	\$2,702.40	96995669-52100	CONTRACTED SERVICES	\$2,702.40
	6109	LEGAL SERVICES	\$12,731.87	10014000-52150	LEGAL SERVICES/EXPENSES	\$1,650.96
				10014000-52150	LEGAL SERVICES/EXPENSES	\$4,335.56
				10514000-52150	LEGAL SERVICES/EXPENSES	\$449.14
				20414000-52150	LEGAL SERVICES/EXPENSES	\$352.75
				80014000-52150	LEGAL SERVICES/EXPENSES	\$818.30
				82014000-52150	LEGAL SERVICES/EXPENSES	\$356.85
				84014000-52150	LEGAL SERVICES/EXPENSES	\$1,897.07
				84014000-52140	LITIGATION EXPENSES	\$2,871.24
Vendor Total:						\$15,434.27
DEPARTMENT OF TOXICS SUBSTANCE CONTROL	DV120314	ANNUAL MANIFEST FEE VERIFICATION 2014	\$237.50	20324100-59100	PROPERTY TAXES PAID	\$237.50
Vendor Total:						\$237.50
GAYNOR TELESYSTEMS INC	DV120914	POLICE AND PRISON EQUIPMENT AN	\$5,101.90	10022500-80100	MACHINERY & EQUIPMENT	\$5,101.90
Vendor Total:						\$5,101.90
GHD INC	87245	DOWNTOWN STREETScape & TRANSPo	\$2,057.50	25024210-80230	INFRASTRUCTURE	\$2,057.50
Vendor Total:						\$2,057.50
GINA GRECO	DV120214	INSTRUCTOR	\$848.00	10022850-52100	CONTRACTED SERVICES	\$848.00
Vendor Total:						\$848.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
JASON CHAPMAN	DV112014	UNIFORM ALLOWANCE	\$336.00	10520210-51270	UNIFORM ALLOWANCE	\$336.00
					Vendor Total:	\$336.00
JOHN MOSNA	DV110614	UNIFORM ALLOWANCE	\$65.89	63520210-51270	UNIFORM ALLOWANCE	\$65.89
					Vendor Total:	\$65.89
KENNETH STEELY	20141018-A	SOUND SYSTEM FOR PUMPKINFEST	\$3,000.00	90000000-23219	PUMPKINFEST	\$3,000.00
					Vendor Total:	\$3,000.00
KURT JOHNSON	E2437	TREE MAINTENANCE	\$975.00	10024220-52100	CONTRACTED SERVICES	\$975.00
					Vendor Total:	\$975.00
LACO ASSOCIATES	0034731	PHASE II ASSESMENT OF HASTING	\$6,928.90	80026400-52100	CONTRACTED SERVICES	\$6,928.90
					Vendor Total:	\$6,928.90
LEAH WHITE	DV120514	INSTRUCTOR	\$14.00	10022850-52100	CONTRACTED SERVICES	\$14.00
					Vendor Total:	\$14.00
LINDA TUCKER	DV120314	INSTRUCTOR	\$128.00	10022850-52100	CONTRACTED SERVICES	\$128.00
					Vendor Total:	\$128.00
MARY ANNE LANDIS	DV120514	COUNCIL MEMBER EXPENCE REIMBURSEMENT	\$600.00	10010000-54100	SUPPLIES	\$600.00
					Vendor Total:	\$600.00
MATTHEW SCOTT EDWARDS	DV112914	UNIFORM ALLOWANCE	\$860.76	10520210-51270	UNIFORM ALLOWANCE	\$860.76
					Vendor Total:	\$860.76
MICHAEL TUFTS	2014-201(A)	PRE-EMPLOYMENT PROCESSING	\$650.00	10520210-52100	CONTRACTED SERVICES	\$650.00
					Vendor Total:	\$650.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
MICHELLE MORSE	DV120114	UNIFORM ALLOWANCE	\$299.27	10520210-51270	UNIFORM ALLOWANCE	\$299.27
					Vendor Total:	\$299.27
MICROFLEX CORP #774353	1517423	GLOVES	\$225.98	10520210-54201	PRISONER EXPENSE	\$225.98
					Vendor Total:	\$225.98
ONE TIME PAY VENDOR	DV120414	REFUND	\$60.00	10022831-44915	RECREATION PROGRAM INCOME	\$60.00
	DV120814	UTILITY REIMBURSEMENT	\$243.13	90100000-10421	UTILITY RECEIVABLES CLEARING	\$243.13
					Vendor Total:	\$303.13
OPERATING ENGINEER PUBLIC& MISC EMPLOYEES	86138 dec 2014	HEALTH INS FOR JAN 2015	\$3,156.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,156.00
					Vendor Total:	\$3,156.00
PUBLIC FINANCIAL MANAGEMENT	51468	FINANCIAL ADVISORY SERVICES 05.01455.001	\$6,062.77	10015100-52100	CONTRACTED SERVICES	\$6,062.77
					Vendor Total:	\$6,062.77
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	DV120414	DIC INSURANCE PREMIUM 11/17/14-11/17/15	\$130,554.80	20212400-52529	EARTHQUAKE & FLOOD PREMIUMS	\$130,554.80
					Vendor Total:	\$130,554.80
ROCKHURST UNIVERSITY CONTINUING EDUCATION CTR INC	DV120214	TRAINING	\$348.00	80026400-57100	CONFERENCE & TRAINING	\$348.00
					Vendor Total:	\$348.00
SANTA ROSA JUNIOR COLLEGE	DV102214	TRAINING	\$58.00	10520210-57100	CONFERENCE & TRAINING	\$58.00
					Vendor Total:	\$58.00
SBOE SALES & USE TAX	DV120114	SRJHE27-028900 NOV14 PRE- PAID	\$1,555.00	77725200-58401	AVIATION FUEL	\$1,001.00
				90000000-23252	DISTRICT USE TAX-LIBRARIES	\$11.00
				90000000-23237	DISTRICT USE TAX-MEASURE S	\$102.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
SBOE SALES & USE TAX	DV120114	SRJHE27-028900 NOV14 PRE-PAID	\$1,555.00	90000000-23013	STATE USE TAX LIABILITY	\$441.00
					Vendor Total:	----- \$1,555.00
SIERRA NEVADA CONSTRUCTION INC	DV120814	SLURRY SEAL OF STREETS & AIRPO	\$102,907.61	77725200-56300	BUILDING MAINT. & REPAIR	\$15,921.44
				51024220-52100	CONTRACTED SERVICES	\$86,986.17
					Vendor Total:	----- \$102,907.61
STAPLES CARD	4080	OFFICE SUPPLIES, MISC AS NEEDE	\$17.28	10016100-54160	HR - CITY LIABILITY & CONTRACT	\$17.28
	33831	OFFICE SUPPLIES, MISC AS NEEDE	\$25.94	10520210-54100	SUPPLIES	\$25.94
	1185401321	OFFICE SUPPLIES, GENERAL	\$36.73	20513300-54100	SUPPLIES	\$36.73
	1177441051	Shredders, Paper and Media	\$52.71	20513300-54100	SUPPLIES	\$52.71
	34152	OFFICE SUPPLIES, MISC AS NEEDE	\$33.27	69122700-54100	SUPPLIES	\$33.27
	33328	OFFICE SUPPLIES, MISC AS NEEDE	\$64.84	69122700-54100	SUPPLIES	\$64.84
	20996	OFFICE SUPPLIES, MISC AS NEEDE	\$6.46	73022600-54100	SUPPLIES	\$6.46
	00324	OFFICE SUPPLIES, MISC AS NEEDE	\$14.37	77725200-54100	SUPPLIES	\$14.37
	03946	OFFICE SUPPLIES, MISC AS NEEDE	\$17.28	77725200-54100	SUPPLIES	\$17.28
	31528	OFFICE SUPPLIES, MISC AS NEEDE	\$121.08	77725200-54100	SUPPLIES	\$121.08
	3318	OFFICE SUPPLIES, MISC AS NEEDE	\$43.78	82024411-54100	SUPPLIES	\$43.78
	36078	OFFICE SUPPLIES, MISC AS NEEDE	\$117.49	82024411-54100	SUPPLIES	\$117.49
	31511	OFFICE SUPPLIES, MISC AS NEEDE	\$130.82	82024414-54100	SUPPLIES	\$130.82
	2919	OFFICE SUPPLIES, MISC AS NEEDE	\$34.24	84024425-54100	SUPPLIES	\$34.24

List of Checks Presented for Approval on 12/10/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STAPLES CARD	4017	OFFICE SUPPLIES, MISC AS NEEDE	\$66.48	84024425-54100	SUPPLIES	\$66.48
	1706	OFFICE SUPPLIES, MISC AS NEEDE	\$78.88	84024425-54100	SUPPLIES	\$78.88
Vendor Total:						\$861.65
STATE OF CALIFORNIA	DV120514	CERTIFICATION EXAM FEE	\$140.00	10022100-57100	CONFERENCE & TRAINING	\$140.00
	064660	LIVE SCAN OCT 2014	\$610.00	10020000-44420	FINGERPRINT FEES	\$610.00
Vendor Total:						\$750.00
STATE WATER RESOURCES CONTROL BOARD	88706	RP1819/AN2010041/I88706 CLEANUP OVERSIGHT COSTS	\$90.64	10012400-52100	CONTRACTED SERVICES	\$90.64
	Vendor Total:					\$90.64
STEVEN BUTLER	113	GENERAL I.T. SERVICES ON AN AS	\$1,200.00	10022900-52100	CONTRACTED SERVICES	\$228.00
				10522900-52100	CONTRACTED SERVICES	\$600.00
				77722900-52100	CONTRACTED SERVICES	\$12.00
				80022900-52100	CONTRACTED SERVICES	\$180.00
				82022900-52100	CONTRACTED SERVICES	\$90.00
				84022900-52100	CONTRACTED SERVICES	\$90.00
				Vendor Total:		\$1,200.00
TEAMWORX TEAM BUILDING INC	031715	EDUCATIONAL/TRAINING SERVICES	\$740.00	63020210-57100	CONFERENCE & TRAINING	\$740.00
	Vendor Total:					\$740.00
UKIAH FORD INC	113674	PARTS & SERVICE REPAIRS AS NEE	\$97.96	10022100-56120	EQUIPMENT MAINTENANCE & REPAIR	\$97.96
	113586	PARTS & SERVICE REPAIRS AS NEE	\$34.56	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$34.56
	113714	PARTS & SERVICE REPAIRS AS NEE	\$191.41	10022100-56130	EXTERNAL SERVICES	\$191.41
	113837	PARTS & SERVICE REPAIRS AS NEE	\$23.42	10022500-56130	EXTERNAL SERVICES	\$23.42

List of Checks Presented for Approval on 12/10/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UKIAH FORD INC	113819	PARTS & SERVICE REPAIRS AS NEE	\$49.14	10022500-56130	EXTERNAL SERVICES	\$49.14
	CM113661	PARTS & SERVICE REPAIRS AS NEE	(\$81.10)	10024220-56130	EXTERNAL SERVICES	(\$81.10)
	113592	PARTS & SERVICE REPAIRS AS NEE	\$41.50	10024220-56130	EXTERNAL SERVICES	\$41.50
	113591	PARTS & SERVICE REPAIRS AS NEE	\$91.09	10024220-56130	EXTERNAL SERVICES	\$91.09
	113664	PARTS & SERVICE REPAIRS AS NEE	\$104.82	10024220-56130	EXTERNAL SERVICES	\$104.82
	113661	PARTS & SERVICE REPAIRS AS NEE	\$267.14	10024220-56130	EXTERNAL SERVICES	\$267.14
	113512	PARTS & SERVICE REPAIRS AS NEE	\$22.65	10520210-56130	EXTERNAL SERVICES	\$22.65
	113508	PARTS & SERVICE REPAIRS AS NEE	\$28.05	10520210-56130	EXTERNAL SERVICES	\$28.05
	113701	PARTS & SERVICE REPAIRS AS NEE	\$31.88	10520210-56130	EXTERNAL SERVICES	\$31.88
	113654	PARTS & SERVICE REPAIRS AS NEE	\$34.81	10520210-56130	EXTERNAL SERVICES	\$34.81
	113669	PARTS & SERVICE REPAIRS AS NEE	\$82.72	10520210-56130	EXTERNAL SERVICES	\$82.72
	113473	PARTS & SERVICE REPAIRS AS NEE	\$403.59	10520210-56130	EXTERNAL SERVICES	\$403.59
	113477	PARTS & SERVICE REPAIRS AS NEE	\$14.26	80026400-56130	EXTERNAL SERVICES	\$14.26
	113580	PARTS & SERVICE REPAIRS AS NEE	\$42.09	80026400-56130	EXTERNAL SERVICES	\$42.09
	113730	PARTS & SERVICE REPAIRS AS NEE	\$44.88	80026400-56130	EXTERNAL SERVICES	\$44.88
	113504	PARTS & SERVICE REPAIRS AS NEE	\$21.80	82024414-56130	EXTERNAL SERVICES	\$21.80
Vendor Total: -----						\$1,546.67
UNION BANK OF CALIFORNIA	892093	TRUSTEE FEES 8/1-10/31/14	\$1,181.00	10015100-52100	CONTRACTED SERVICES	\$875.00
				96995601-52100	CONTRACTED SERVICES	\$51.00
				96995601-52100	CONTRACTED SERVICES	\$102.00

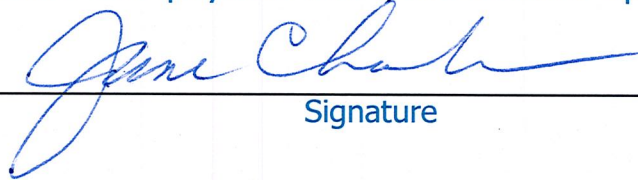
List of Checks Presented for Approval on 12/10/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
UNION BANK OF CALIFORNIA	892093	TRUSTEE FEES 8/1-10/31/14	\$1,181.00	96995669-52100	CONTRACTED SERVICES	\$51.00
				96995669-52100	CONTRACTED SERVICES	\$102.00
				Vendor Total: -----		\$1,181.00
WAXIE SANITARY SUPPLY	74899071	JANITORIAL SUPPLIES, GENERAL L	\$115.32	10022500-54100	SUPPLIES	\$115.32
					Vendor Total: -----	
WESCO DISTRIBUTION INC	154788	Gloves, Neoprene and Rubber (A	\$134.98	80026400-54100	SUPPLIES	\$134.98
	154789	Gloves, Neoprene and Rubber (A	\$269.97	80026400-54100	SUPPLIES	\$269.97
	Vendor Total: -----		\$404.95			
WYATT IRRIGATION CO	286271	PARTS & MISC SUPPLIES AS NEEDE	\$245.44	82024411-56120	EQUIPMENT MAINTENANCE & REPAIR	\$245.44
	286556	PARTS & MISC SUPPLIES AS NEEDE	\$33.40	10022100-54100	SUPPLIES	\$33.40
	286380	PARTS & MISC SUPPLIES AS NEEDE	\$47.69	10022100-54100	SUPPLIES	\$47.69
	286464	PARTS & MISC SUPPLIES AS NEEDE	\$49.29	10022100-54100	SUPPLIES	\$49.29
	286622	PARTS & MISC SUPPLIES AS NEEDE	\$389.19	10022100-54100	SUPPLIES	\$389.19
	286349	PARTS & MISC SUPPLIES AS NEEDE	\$738.59	10022100-54100	SUPPLIES	\$738.59
	Vendor Total: -----		\$1,503.60			
INVOICE TOTAL: -----						\$505,908.71

List of Checks Presented for Approval on 12/22/2014

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



Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV157775	AUTOMOTIVE AND TRAILER EQUIPME	\$719.68	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.70)
				10520210-80100	MACHINERY & EQUIPMENT	\$0.70
				10520210-80100	MACHINERY & EQUIPMENT	\$719.68
	INV159097	AUTOMOTIVE AND TRAILER EQUIPME	\$1,559.41	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$1.63)
				10520210-80100	MACHINERY & EQUIPMENT	\$1.63
				10520210-80100	MACHINERY & EQUIPMENT	\$1,559.41
				Vendor Total:		\$2,279.09
AL SMATSKY	8	DESIGN, ENGINEERNG & CONSULTAN	\$10,190.56	80026400-52100	CONTRACTED SERVICES	\$10,190.56
				Vendor Total:		\$10,190.56
ALHAMBRA NATIONAL WATER	12926652 112614	DRINKING WATER SERVICES	\$129.00	10520210-54100	SUPPLIES	\$64.50
				20620231-54100	SUPPLIES	\$64.50
	5109554 120614	DRINKING WATER SERVICES	\$139.44	69122700-54100	SUPPLIES	\$33.99
				77725200-54100	SUPPLIES	\$26.31
				84024425-54100	SUPPLIES	\$79.14
				Vendor Total:		\$268.44
ALL-GUARD ALARM SYSTEMS INC	A680535	MONTHLY MONITORING OF WWTP	\$71.00	84024425-52180	SECURITY SERVICES	\$71.00
					Vendor Total:	\$71.00

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	111214	FINANCE CREDIT CARD, MISC PURC	\$3.75	82013400-57100	CONFERENCE & TRAINING	\$0.68
				84013400-57100	CONFERENCE & TRAINING	\$0.67
	6/60001	FINANCE CREDIT CARD, MISC PURC	\$83.53	10013400-57100	CONFERENCE & TRAINING	\$33.41
				77713400-57100	CONFERENCE & TRAINING	\$3.34
				80013400-57100	CONFERENCE & TRAINING	\$16.71
				82013400-57100	CONFERENCE & TRAINING	\$15.04
				84013400-57100	CONFERENCE & TRAINING	\$15.03
	49781162-1	FINANCE CREDIT CARD, MISC PURC	\$89.28	10013400-57100	CONFERENCE & TRAINING	\$35.71
				77713400-57100	CONFERENCE & TRAINING	\$3.57
				80013400-57100	CONFERENCE & TRAINING	\$17.86
				82013400-57100	CONFERENCE & TRAINING	\$16.07
				84013400-57100	CONFERENCE & TRAINING	\$16.07
	210002	FINANCE CREDIT CARD, MISC PURC	\$350.00	10013400-57100	CONFERENCE & TRAINING	\$140.00
				77713400-57100	CONFERENCE & TRAINING	\$14.00
				80013400-57100	CONFERENCE & TRAINING	\$70.00
				82013400-57100	CONFERENCE & TRAINING	\$63.00
				84013400-57100	CONFERENCE & TRAINING	\$63.00
	WLRKXW	HR/RISK MGMT CREDIT CARD, MISC	\$192.20	10016100-57100	CONFERENCE & TRAINING	\$147.99
				77716100-57100	CONFERENCE & TRAINING	\$1.92
				80016100-57100	CONFERENCE & TRAINING	\$23.06
				82016100-57100	CONFERENCE & TRAINING	\$9.61
				84016100-57100	CONFERENCE & TRAINING	\$9.62

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	419525135278	HR/RISK MGMT CREDIT CARD, MISC	\$226.98	10016100-57100	CONFERENCE & TRAINING	\$174.77
				77716100-57100	CONFERENCE & TRAINING	\$2.27
				80016100-57100	CONFERENCE & TRAINING	\$27.24
				82016100-57100	CONFERENCE & TRAINING	\$11.35
				84016100-57100	CONFERENCE & TRAINING	\$11.35
	43361	Fees, Conference/Convention	\$398.00	20413500-57100	CONFERENCE & TRAINING	\$398.00
	43330	EDUCATIONAL/TRAINING SERVICES	\$225.00	82024411-57100	CONFERENCE & TRAINING	\$225.00
	43315	BROTHER P-TOUCH TZ SERIES TAPE	\$17.95	10022900-52100	CONTRACTED SERVICES	\$0.07
				10022900-52100	CONTRACTED SERVICES	\$6.82
				77722900-52100	CONTRACTED SERVICES	\$0.36
				80022900-52100	CONTRACTED SERVICES	\$5.39
				82022900-52100	CONTRACTED SERVICES	\$2.69
				84022900-52100	CONTRACTED SERVICES	\$2.69
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.01)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.06)
	43314	COMPUTER HARDWARE AND PERIPHER	\$32.24	10022900-52100	CONTRACTED SERVICES	\$0.17
				10022900-52100	CONTRACTED SERVICES	\$12.25
				77722900-52100	CONTRACTED SERVICES	\$0.64
				80022900-52100	CONTRACTED SERVICES	\$9.67
				82022900-52100	CONTRACTED SERVICES	\$4.84
				84022900-52100	CONTRACTED SERVICES	\$4.84
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.03)

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	43314	COMPUTER HARDWARE AND PERIPHER	\$32.24	90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.14)
	43316	COMPUTER ACCESSORIES AND SUPPL	\$125.68	10022900-52100	CONTRACTED SERVICES	\$0.36
				10022900-52100	CONTRACTED SERVICES	\$47.76
				77722900-52100	CONTRACTED SERVICES	\$2.51
				80022900-52100	CONTRACTED SERVICES	\$0.36
				80022900-52100	CONTRACTED SERVICES	\$37.70
				82022900-52100	CONTRACTED SERVICES	\$18.85
				84022900-52100	CONTRACTED SERVICES	\$18.86
				90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.14)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.58)
	43346	OFFICE SUPPLIES, GENERAL	\$24.94	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.01)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$0.09)
				90000000-23013	STATE USE TAX LIABILITY	(\$1.28)
				80026400-54100	SUPPLIES	\$1.38
				80026400-54100	SUPPLIES	\$24.94
	SFD17913	FIRE CREDIT CARD, MISC PURCHAS	\$329.42	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.41)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.66)
				90000000-23013	STATE USE TAX LIABILITY	(\$24.86)
				10520210-54100	SUPPLIES	\$26.93
				10520210-54100	SUPPLIES	\$329.42
	43309	ELECTRICAL EQUIPMENT AND SUPPL	\$395.88	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.49)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$1.97)

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	43309	ELECTRICAL EQUIPMENT AND SUPPL	\$395.88	90000000-23013	STATE USE TAX LIABILITY	(\$29.69)
				80026200-54100	SUPPLIES	\$32.15
				80026200-54100	SUPPLIES	\$395.88
	43280	TELEVISION EQUIPMENT AND ACCES	\$699.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$0.87)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$3.49)
				10024220-54120	PW - SPECIAL SUPPLIES	\$279.60
				90000000-23013	STATE USE TAX LIABILITY	(\$52.42)
				10024220-54100	SUPPLIES	\$28.39
				10024300-54100	SUPPLIES	\$28.39
				10024300-54100	SUPPLIES	\$419.40
	43344	ELECTRICAL EQUIPMENT AND SUPPL	\$2,283.00	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$2.84)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$11.37)
				90000000-23013	STATE USE TAX LIABILITY	(\$170.48)
				80026120-54100	SUPPLIES	\$184.69
				80026120-54100	SUPPLIES	\$2,283.00
	43272	ELECTRICAL EQUIPMENT AND SUPPL	\$3,183.21	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$3.97)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$15.91)
				90000000-23013	STATE USE TAX LIABILITY	(\$238.74)
				80026130-54100	SUPPLIES	\$258.62
				80026130-54100	SUPPLIES	\$3,183.21
	43359	Ammunition	\$8,544.74	90000000-23252	DISTRICT USE TAX-LIBRARIES	(\$9.75)
				90000000-23237	DISTRICT USE TAX-MEASURE S	(\$38.97)
				90000000-23013	STATE USE TAX LIABILITY	(\$584.55)

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	43359	Ammunition	\$8,544.74	63020210-54100	SUPPLIES	\$633.27
				63020210-54100	SUPPLIES	\$8,544.74
	93173093	AIR CONDITIONING, HEATING, AND	\$1,041.69	84024425-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,041.69
	43267	AUTOMOTIVE AND TRAILER EQUIPME	\$341.72	80026400-56130	EXTERNAL SERVICES	(\$1.03)
				80026400-56130	EXTERNAL SERVICES	\$342.75
	717096	PRINTING AND TYPESETTING SERVI	\$371.76	10012200-54100	SUPPLIES	\$148.04
				10022100-54100	SUPPLIES	\$47.00
				10022810-54100	SUPPLIES	\$47.00
				10520210-54100	SUPPLIES	\$129.72
	43268	COMPUTER HARDWARE AND PERIPHER	\$108.10	10013400-54100	SUPPLIES	\$43.24
				77713400-54100	SUPPLIES	\$4.32
				80013400-54100	SUPPLIES	\$21.62
				82013400-54100	SUPPLIES	\$19.46
				84013400-54100	SUPPLIES	\$19.46
	43270	COMPUTER HARDWARE AND PERIPHER	\$50.81	10022900-54100	SUPPLIES	\$19.31
				77722900-54100	SUPPLIES	\$1.02
				80022900-54100	SUPPLIES	\$15.24
				82022900-54100	SUPPLIES	\$7.62
				84022900-54100	SUPPLIES	\$7.62
	43357	Business Cards Printed	\$123.40	10023100-54100	SUPPLIES	\$75.07
				10520210-54100	SUPPLIES	\$48.33
	43269	COMPUTER HARDWARE AND PERIPHER	\$35.13	10024210-54100	SUPPLIES	\$11.71

List of Checks Presented for Approval on 12/22/2014

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
BUSINESS CARD	43269	COMPUTER HARDWARE AND PERIPHER	\$35.13	82024410-54100	SUPPLIES	\$11.71
				84024420-54100	SUPPLIES	\$11.71
	43373	COMPUTER HARDWARE AND PERIPHER	\$79.48	10024210-54100	SUPPLIES	\$26.50
				82024410-54100	SUPPLIES	\$26.47
				84024420-54100	SUPPLIES	\$26.51
	43329CM	PURCHASING CREDIT CARD, MISC P	(\$175.15)	10520210-54100	SUPPLIES	(\$175.15)
	43358	Business Cards Printed	\$96.60	10520210-54100	SUPPLIES	\$96.60
	43329	OFFICE SUPPLIES, GENERAL	\$2,071.83	10520210-54100	SUPPLIES	\$2,071.83
	43343	FIRST AID AND SAFETY EQUIPMENT	\$236.64	80026120-54100	SUPPLIES	\$236.64
	43339	Office Supplies, General (Not	\$25.37	80026400-54100	SUPPLIES	(\$0.39)
				80026400-54100	SUPPLIES	\$25.76
	43290	ELECTRICAL EQUIPMENT AND SUPPL	\$560.08	80026400-54100	SUPPLIES	\$560.08
	43294	HARDWARE AND RELATED ITEMS	\$418.29	82024414-54100	SUPPLIES	\$0.01
				82024414-54100	SUPPLIES	\$209.13
				84024421-54100	SUPPLIES	\$209.15
	43292	CONTROLLING, INDICATING, MEASU	\$178.41	84024421-54100	SUPPLIES	\$178.41
Vendor Total: -----						\$22,959.39
JAROD THIELE	12/23/14	RECYCLED WATER DESIGN MEETING AT CAROLLO ENG	\$171.88	84424422-80230	INFRASTRUCTURE	\$171.88
						Vendor Total: -----
REDWOOD EMPIRE TITLE COMPANY	20141483AP	11-HOME-7654	\$75,000.00	60517461-52100	CONTRACTED SERVICES	\$75,000.00
						Vendor Total: -----

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Invoice Account Detail and Allocation Detail		
STATE WATER RESOURCES CONTROL BOARD	DV121814	GRADE V CERT RENEWAL, STUMP	\$340.00	84024425-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$340.00
					Vendor Total:	\$340.00
WILLIAM GREEN DDS INC	DV121814	REIMB SEWER LATERAL REPLACEMENT	\$2,000.00	84424422-52100	CONTRACTED SERVICES	\$2,000.00
					Vendor Total:	\$2,000.00
					INVOICE TOTAL:	\$100,471.27



ITEM NO.: 7b

MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF RESOLUTION REMOVING 23 LINEAL FEET OF ON-STREET PARKING AT 732 SOUTH STATE STREET (ELLIE'S MUTT HUT).

Background: Ms. Ellie Threde, owner of property at 732 South State Street, submitted a request to the Traffic Engineering Committee (TEC) for a no parking zone on the curb section between Freitas Avenue and the driveway which provides access to her business, Ellie's Mutt Hut.

Discussion: Ms. Threde's request is for a no parking zone on the curb section between Freitas Avenue and the driveway which provides access to her business, Ellie's Mutt Hut. Staff has reviewed the location and confirms that for vehicles entering South State Street from Freitas Avenue, sight distance can be severely restricted when a vehicle is parked in the street parking space in front of the restaurant. The curb return on the corner of Freitas Avenue is currently painted red, as well as 17 feet of adjoining straight curb on South State Street, leaving 23 feet of curb for parking for one vehicle.

This issue initially came to staff's attention because Ellie's Mutt Hut is currently proposing to construct an outdoor dining patio adjacent to their building facing South State Street. As part of the City's preliminary review, it was noted that vehicle sight distance at Freitas Avenue would not be significantly impacted by the proposed patio, but when a vehicle is parked in front of the restaurant, especially a truck or van, sight distance is drastically reduced, causing vehicles to pull out across the crosswalk before entering South State Street. The TEC reviewed this request at its meeting of November 18, 2014. The TEC recommends approval of the no parking zone to the City Council. A map of the area and photo are included for reference in Attachment 2.

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested

Recommended Action(s): 1) Adopt resolution removing 23 lineal feet of on-street parking on South State Street between Freitas Avenue and the driveway to 732 South State Street.

Alternative Council Option(s): 1) Do not adopt resolution and provide direction to staff.

Citizens advised: Ellie Threde
Requested by: Tim Eriksen, Director of Public Works / City Engineer
Prepared by: Rick Seanor, Deputy Director of Public Works
Coordinated with: Jane Chambers, City Manager
Attachments: 1. Resolution for Adoption
2. Location Map

Approved: _____

Jane Chambers, City Manager

**RESOLUTION NO. 2015-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
REMOVING 23 LINEAL FEET OF ON-STREET PARKING
AT 732 SOUTH STATE STREET**

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the Traffic Engineering Committee (Traffic Engineer) considered the request on November 18, 2014, to establish the no parking zone within the City of Ukiah; and

WHEREAS, the Traffic Engineer recommends this request regarding the no parking zone.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Ukiah does establish a no parking zone at 732 South State Street at a location determined by the City Engineer.

PASSED AND ADOPTED this 21st day of January 2015, by the following roll call vote:

AYES:

NOES:

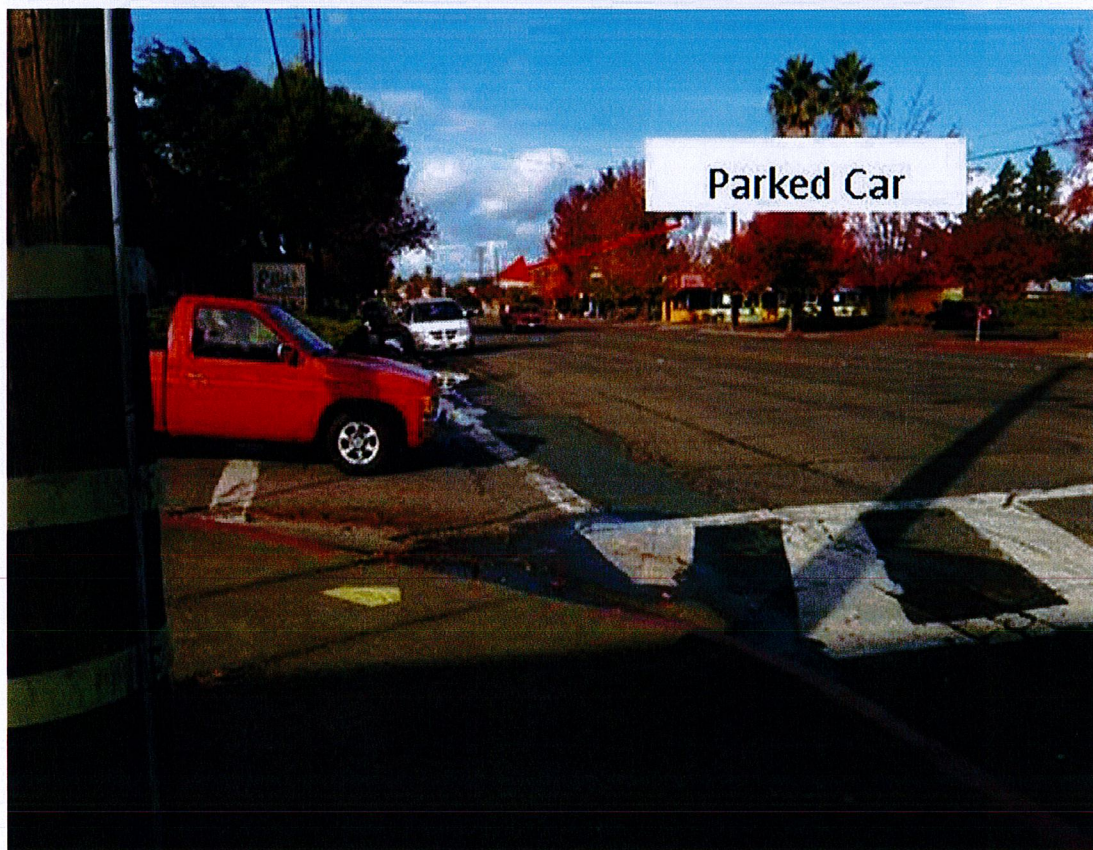
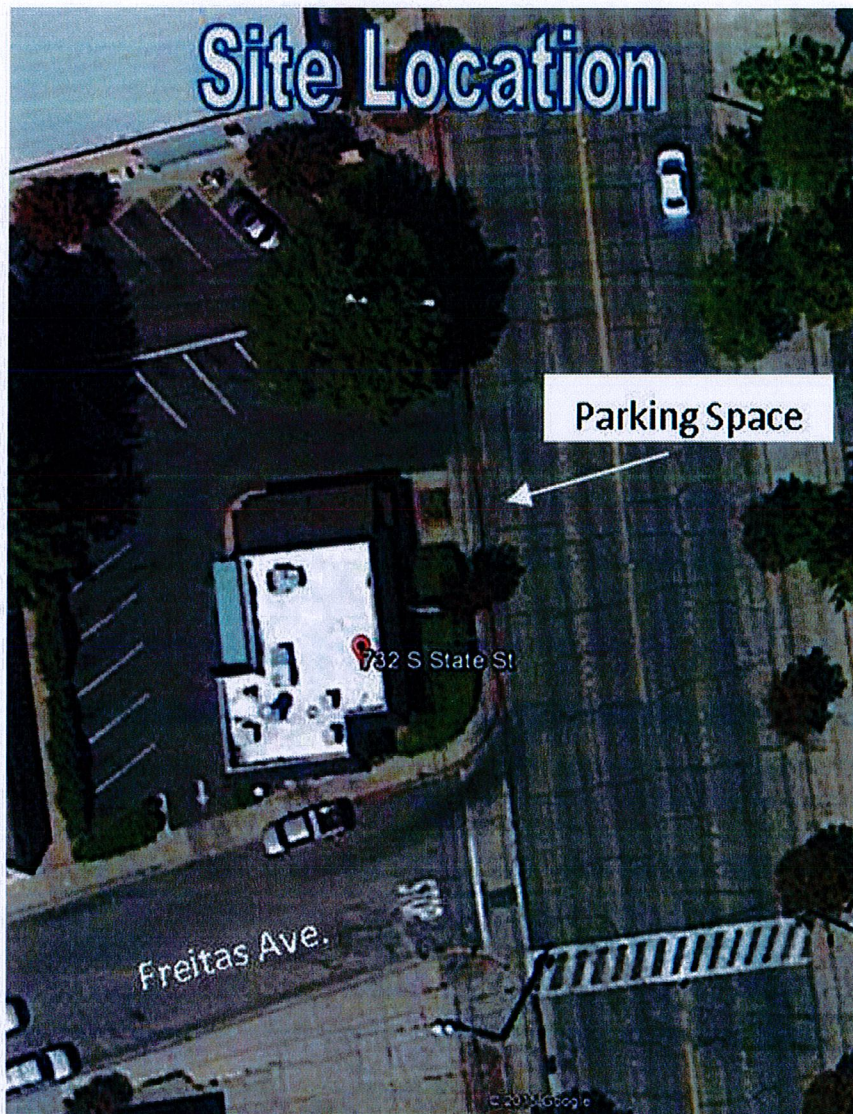
ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk





ITEM NO.: 7c
MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: UPDATE OF RESOLUTIONS FOR AVIATION FUEL PRICES AT THE UKIAH REGIONAL AIRPORT

Background:

The City sells two types of fuel 100LL (Avgas) and Jet A. These fueling operations are full service since a truck driven by an Airport Attendant pumps the fuel into the aircraft. The City also sells bulk Jet A to tenants that use their own fueling equipment.

Five years ago Staff along with the Airport Commission brought forward a new pricing resolution for how the fuel prices are set at the Airport. City Council approved this resolution and requested it come back to Council every five years to assure the pricing is current with the market.

Discussion:

The Airport Commission and Staff have discussed the current bulk fuel sales rate and the full-service rate and have determined the current resolutions are meeting the budget goals of the Airport. The Ukiah Airport prices are still competitive with other airport offering the same service.

The current resolution relevant to the markup price for full service 100LL (Avgas) is to be set at \$.95 cents above the total cost the City pays for the fuel. The markup price for full service Jet A fuel is to be set at \$2.10 above the total cost the City pays for the fuel. The Council recommended action was to add CPI increases to this pricing.

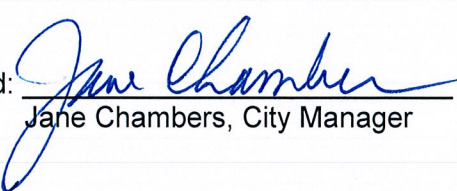
The updated resolution shows how the CPI increases have adjusted the fuel pricing. Full service 100LL (Avgas) is \$1.03 above the total cost the City pays for the fuel. The markup price for full service Jet A is \$2.28 above the total cost the City pays for the fuel. The price for bulk storage fuel sales is \$1.50 a gallon over the total cost the City pays for the fuel.

The Airport Commission voted 4-0 to recommend Council adopt two Resolutions updating the bulk and full service fuel prices at the Ukiah Airport.

Recommended Action(s): Adopt Two Resolution Updating the Bulk and Full Services Fuel Prices at the Ukiah Airport.

Alternative Council Option(s): Provide Staff with alternate direction.

Citizens advised: Airport Commission
Requested by: Greg Owen, Airport Manager
Prepared by: Greg Owen, Airport Manager
Coordinated with: Jane Chambers, City Manager
Attachments: 1-Resolution, 1-Resolution

Approved: 
Jane Chambers, City Manager

Current fuel prices January 12, 2015

	Jet A Full Service	100LL(avgas) Full Service	100LL(avgas) Self Service
Ukiah Airport	\$5.75	\$5.45	N/A
Santa Rosa Jet Center	\$4.42	\$5.58	\$4.34
Santa Rosa Kaiser Air	\$4.51	\$5.68	\$4.34
Napa	\$5.69	\$6.04	\$5.39
Lakeport	N/A	N/A	\$5.77
Covelo	N/A	N/A	\$5.60
Willits	N/A	N/A	\$5.65
Little River	N/A	N/A	\$5.99
Cloverdale	N/A	N/A	\$5.45
Healdsburg	N/A	N/A	\$4.25

Fiscal Impact:

☒ Budgeted FY 14/15 ☐ New Appropriation ☐ Not Applicable ☐ Budget Amendment Required

Staff used an average of these markups when preparing 14/15 budget.

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING FUEL PRICES AT THE UKIAH REGIONAL AIRPORT

WHEREAS, the City of Ukiah owns and operates the Ukiah Regional Airport; and

WHEREAS, the City of Ukiah provides full service retail sales of Jet A and 100LL (Avgas) fuel at the Ukiah Regional Airport; and

WHEREAS, The City of Ukiah staff has recommended a method establishing the price.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Ukiah hereby adopts the markup price for full service 100LL (Avgas) is to be set at 1.03\$ above the total cost the City pays for the fuel. The markup price for full service Jet A is to be set at 2.28\$ above the total cost the City pays for the fuel. With CPI increases after 2015. The Airport Manager shall be allowed to change these marked up prices by 30% higher or lower depending on the current market. If there is a need to go lower than 30% the City Manager may do so in writing.

PASSED AND ADOPTED this 21st day of January, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING BULK STORE FUEL PRICES AND SELF FUELING PERMIT FEES AT THE UKIAH REGIONAL AIRPORT

WHEREAS, the City of Ukiah owns and operates the Ukiah Regional Airport; and

WHEREAS, the City of Ukiah provides Sale of fuel from the bulk storage tank at the Ukiah Regional Airport; and

WHEREAS, the City of Ukiah requires a Self fuel permit to conduction fueling operation at the Ukiah Regional Airport; and

WHEREAS, the City of Ukiah staff has recommended a method establishing the price.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Ukiah hereby adopts the price for bulk storage fuel sale is to be set at 1.50\$ a gallon over the City's cost for 2015. CPI increase would apply thereafter. The Self fueling permit fee be set at, \$75 application fee, a yearly \$25 fueling vehicle permit fee, and a .25 cents a gallon flowage fee with CPI increases after 2015 for fuel not purchased from the Airport.

PASSED AND ADOPTED this 21st day of January, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7d
MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE NOTIFICATION OF EXPENDITURE IN THE AMOUNT OF \$24,192.97 TO CONSOLIDATED ELECTRICAL DISTRIBUTORS FOR 20 NEW STREET LIGHT STANDARDS TO BE USED IN CONJUNCTION WITH THE PERKINS STREET UNDERGROUND DISTRICT NO. 2 PROJECT. (EUD)

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for new street light standards for the Electric Utility Department.

Staff requested bids from fifteen companies that provide Electric Utility products. Two companies responded with bids for the Street Light Standards. Those bids are listed below:

Consolidated Electrical Distributors (CED)	\$24,192.97
WESCO Distributors	\$25,229.24

Discussion: These 20 street light standards are made of steel, with a round, tapered shaft, galvanized finish with an 8' steel mast arm. They will be used to replace the existing wood pole mounted street lights and in new locations along the North and South side of Perkins Street. These standards are part of the City-supplied materials for the Perkins Street Underground Project. The Underground Project is expected to be completed January 2016.

Fiscal Impact:

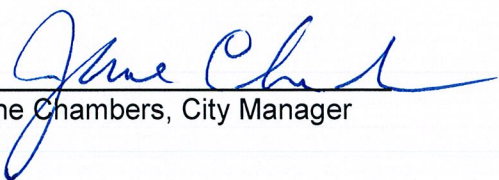
☒ Budgeted FY 14/15 ☐ New Appropriation ☐ Not Applicable ☐ Budget Amendment Required

<u>Amount Budgeted</u>	<u>Source of Funds (title and #)</u>	<u>Account Number</u>	<u>Addit. Appropriation Requested</u>
\$295,000	St. Lighting Infrastructure	80526610.80230	

Recommended Action(s): Receive notification of expenditure in the amount of \$24,192.97 to consolidated electrical distributors for 20 new street light standards to be used in conjunction with the Perkins Street Underground District No. 2 Project. (EUD)

Alternative Council Option(s): N/A

Citizens advised: N/A
Requested by: Tim Santo, Interim Electrical Supervisor
Prepared by: Mary Williamson, Buyer, Mel Grandi, Electric Utility Director
Coordinated with: Mary Horger, Purchasing Supervisor
Attachments:

Approved: 
Jane Chambers, City Manager



ITEM NOS: 11a
MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONSIDERATION AND POSSIBLE ADOPTION OF A RESOLUTION ORDERING REPAIR OF DILAPIDATED PALACE HOTEL STRUCTURE, RETENTION OF COTA COLE, LLP, AND SETTING FORTH THE CONDITIONS FOR THE INITIATION OF PROCEEDINGS UNDER HEALTH AND SAFETY CODE SECTION 17980.7 TO ESTABLISH A RECEIVERSHIP FOR THE PALACE HOTEL PROPERTY

SUMMARY: On January 7, 2015, Staff provided a status report on the Palace Hotel nuisance abatement project to the City Council and public. Staff reported that the owner had not secured the required permits for the asbestos removal, the roof and window coverings were still tattered and torn and open to rainwater, the building had not been comprehensively secured, the owner had not adhered to the Compliance Schedule approved by the Council, and new information revealed significant concern about the structural integrity of the northeast corner of the building. Staff reminded the City Council that the continued public hearing was scheduled for January 21, 2015, at which Staff would provide a number of alternative actions for Council consideration. The Council requested that Staff provide

Recommended Action(s): 1) Adopt the Resolution authorizing the filing of a petition of an appointment of a receiver (Attachment 1); (b) Authorize the retention of Cota Cole to provide legal services in connection with the appointment of a receiver; (c) Authorize the petition to seek the appointment of Mark Adams as the receiver

Alternative Council Option(s): Alternative (1) (a) Continue to monitor the Compliance Schedule, (b) adopt the Resolution authorizing the public works director to monitor compliance with the schedule and file the receivership petition, if ownership fails to comply without good cause and (c) retain Cota Cole to provide necessary legal services and authorize petition to seek appointment of Mark Adams as the receiver. OR Alternative (2): Continue to monitor the adopted Compliance Schedule and continue to exercise direct oversight of the owner's progress.

Citizens advised:

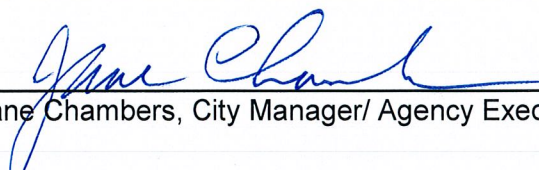
Requested by: City Council

Prepared by: Charley Stump, Director of Planning and Community Development

Coordinated with: Jane Chambers, City Manager, David J. Rapport, City Attorney, and David Willoughby, Building Official

Attachments:

1. Resolution to Abate Dangerous and Dilapidated Building
2. Alternative Resolution to Abate Dangerous and Dilapidated Building
3. Notice of Substandard building, dated September 26, 2011
4. Resolution 2011-55 declaring the Palace Hotel a public nuisance
5. Compliance Schedule approved by the City Council on August 6, 2014
6. Explanation of the Receivership Process
7. Cota Cole retainer agreement
8. City Attorney Memorandum re: Mark Adams and California Receivership Group, LLC

Approved: 
Jane Chambers, City Manager/ Agency Executive Director

information about the receivership process and the individual who has expressed interest in it at the January 21, 2015 meeting. This information is included in the Agenda Summary Report.

BACKGROUND: On December 21, 2011, the City Council adopted Resolution 2011-55 (attached) declaring the Palace Hotel property a Public Nuisance and its intent to commence abatement proceedings. The reasons for adopting the Resolution were that the Council found the building to be abandoned, dilapidated and unsafe. The adopted Resolution was provided to the owner of the property along with a notice of a February 15, 2012 public hearing at which time the City Council would consider adopting a second Resolution ordering the Department of Public Works to abate the nuisance if the owner did not abate the nuisance within thirty (30) days. After continuing the matter, the Council took it up again on March 21, 2012, did not adopt the second Resolution, and formed an Ad-Hoc Council Committee to meet with the owner and discuss her *Plan* for the abatement of the nuisance conditions and to either restore or demolish the building.

The City Council Ad-Hoc Committee frequently met with the owner and routinely reported to the City Council and public about the progress of its discussions with the owner. The owner patched the roof, placed plastic over the windows, removed the ivy on the exterior of the building, and secured a permit from both the local Air Quality Management District and the City to begin limited demolition of the dilapidated portions of the interior of the building.

On October 1, 2013, the City Building Official visited the site and determined that the work that had been completed to that point far exceeded the scope of the issued Building/Demolition Permit and directed the contractor to stop work and secure the required clearance from the Air Quality Management District, as well as an additional permit from the City. In December, 2013, after approval by the Air Quality Management District, the City issued a second permit allowing the contractor to continue interior demolition work.

On February 17, 2014 Cal OSHA inspected the site, issued a Cease and Desist Order and shut-down the jobsite due to their determination that the workplace contained friable asbestos and there was inadequate protection for the employees working inside the building.

Since that time, the owner has been arranging to have the asbestos fully removed from the building, but to date the task has not been accomplished. Additionally, it is believed that the roof work repair work performed in 2011 is beginning to fail and the plastic on the windows is tattered and torn. A series of break-ins have occurred in the last year and Staff has repeatedly offered to meet with the owner and tour the building to develop a strategy for successfully securing the structure, but the owner has not expressed an interest in this offer.

On April 16, 2014, Staff requested that the City Council consider retaining the law firm Cota Cole, LLP and initiate proceedings under the Health and Safety Code to establish a *Receivership* for the Palace Hotel property. An explanation of the Receivership process is included as attachment 6. Since that time, the City Council has considered the Receivership alternative, but has not directed Staff to pursue this alternative for abating the nuisances associated with the building.

On August 6, 2014, the City Council adopted an abatement *Compliance Schedule* for the owner to follow. As reported to the City Council on January 7, 2014, compliance has been marginal. The building remains unsecure, the asbestos has not been removed, the owner has not submitted a copy of the asbestos removal contract to the City, and no evidence of an escrow account to fund the asbestos removal work has been submitted to the City.

Also reported on January 7, 2015, a *Preliminary Structural Evaluation* was performed on the building in January, 2014 by a registered engineer working for the potential Receivership Team interested in the Palace Hotel (Attachment 1). The engineer did not enter the building and his work only consisted of a detailed review of all past structural reports and exterior observations of the structure. The Evaluation

identified a number of concerns, one of which was the cracking in the northeast corner of the building at the intersection of North State Street and Smith Street. The report stated that the cracks were apparently the result of a window being added sometime in the past without an adequate lintel being installed above it. The masonry above this area is acting as "a gravity support arch...and the resultant force is pushing the easterly wall of the building towards North State Street." The report recommends that at a minimum, "this condition should be repaired by restoring the vertical support of the masonry above the added window opening" and that "additional steel strapping or other ties may be required to tie the separated portion together, based on conditions discovered during construction."

In a follow-up conversation with the engineer who prepared the Evaluation, staff inquired about the urgency of this condition of the building and the engineer responded that in his opinion, it "should be repaired or stabilized as soon as possible."

On December 16, 2015, Staff sent a letter to the owner urgently requesting that she:

1. Secure the entire building against unauthorized entry to the satisfaction of the City's Building Official.
2. Secure the windows with water tight material to prevent further rainwater intrusion.
3. Repair or replace the roof to prevent further rainwater intrusion.
4. Arrange for a licensed structural engineer to inspect the building, particularly the northeast corner to determine its structural integrity and whether or not there is an immediate need for repairs to prevent an imminent threat of structural failure. Submit a written report from the engineer to the Planning Department. If immediate repairs are necessary, secure the required permit and complete the necessary repairs.
5. Submit to the Planning Department a copy of the contract with Bluewater Environmental Services and evidence that an escrow account has been established with the funds needed to fund the asbestos removal project.
6. Secure the required permits and remove the asbestos from the building.

To date, none of these tasks have been accomplished.

CONCLUSION

For over three years, the City Council has steadfastly attempted to work with the owner of the Palace Hotel to abate public health and safety nuisances. Despite this effort, the majority of nuisance items listed in the September 26, 2011 *Notice of Substandard Building* are still present today. The roof is still in disrepair and allows water to enter the building; the windows are uncovered and allow water to enter the building; the inspectors test drain valve for the automatic fire suppression system is inoperable; a number of sprinklers inside the building remain inoperable; the fire suppression system is not being electronically monitored; the Fire Marshall has expressed the concern that removal of interior walls has reduced or eliminated the ability of the sprinkler system to suppress fires; the required emergency access key security box is not present; and recent observations by a structural engineer reveal significant concern about the structural integrity of the northeast corner of the building.

The City has provided the owner a three-year process for abating the health and safety nuisance conditions afflicting the Palace Hotel. Marginal progress has been made, but the majority of nuisance items remain, and over the past year, the only progress achieved by the owner is the preparation and approval of an asbestos removal plan. Some of the work performed by the Owner may have actually increased the public nuisance conditions. Moreover, no progress towards removing the asbestos has been made and no communication from the owner has occurred.

Staff believes it is time for the City Council to again consider alternatives for abating the nuisances associated with the dilapidated Palace Hotel.

If the City Council decides to proceed with the receivership option, Scott Huber of Cota Cole has agreed to provide legal representation pursuant to the retainer agreement attached as Attachment 7. Scott Huber has handled many Health and Safety Code receiverships and has developed specialized expertise in handling them. He has agreed to place a cap of \$20,000 on the amount the City will advance for his attorneys' fees. Once the cap is reached, the City will pay \$100 per hour for additional attorney time. The firm agrees to defer receipt of any additional fees until the termination of the firm's representation, or until termination of the receivership. All attorneys' fees are payable from the receivership estate. If the Council decides to recommend Mark Adams and the California Receivership Group, LLC as the receiver, his fees must be covered by the receivership estate. The City will have no contractual relationship with him and no financial obligation to him. (See Attachment 8.)

ALTERNATIVE ACTIONS

- 1) **Recommended Action:** Adopt the Resolution authorizing the filing of a petition of an appointment of a receiver (Attachment 1); (b) Authorize the retention of Cota Cole to provide legal services in connection with the appointment of a receiver; (c) Authorize the petition to seek the appointment of Mark Adams as the RECEIVER.
- 2) **Alternative (1)** (a) Continue to monitor the Compliance Schedule, (b) adopt the Resolution authorizing the public works director to monitor compliance with the schedule and file the receivership petition, if ownership fails to comply without good cause and (c) retain Cota Cole to provide necessary legal services and authorize petition to seek appointment of Mark Adams as the receiver. OR **Alternative (2)**: Continue to monitor the adopted Compliance Schedule and continue to exercise direct oversight of the owner's progress.
- 3) **Alternative (2)**: Continue to monitor the adopted Compliance Schedule and continue to exercise direct oversight of the owner's

Recorded at request of:

City of Ukiah

When recorded, return to:

City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ORDERING AND DIRECTING THE UKIAH DEPARTMENT OF
PUBLIC WORKS TO ABATE THE PUBLIC NUISANCE
LOCATED AT 272 NORTH STATE STREET (PALACE HOTEL)
BY REPAIR OR REMOVAL AFTER THIRTY (30) DAYS**

WHEREAS:

1. On December 21, 2011, the City Council adopted Resolution No. 2011-55, declaring the property located at 272 North State Street in the City of Ukiah and also known as Mendocino County Assessor's Parcel Number 002-224-13 and the dilapidated hotel building located thereon ("the Property") a public nuisance and its intent to abate the public nuisance by repair or demolition ("Resolution of Intent").
2. The Notice of Hearing required by Ukiah City Code Section 3303, and a certified copy of the Resolution of Intent was posted on the Property and served on the Property owner at the address as shown on the last equalized Mendocino County assessment role in accordance with Ukiah City Code Section 3305.
3. On February 15, 2012, the City Council opened a public hearing in accordance with Ukiah City Code Section 3306, and considered all objections or protests, and the testimony from owners, witnesses and interested parties addressing the proposed removal or repair of the Property.
4. After hearing from Eladia Laines and her contractor Norm Hudson, the City Council continued the public hearing to March 21, 2012, to give Ms. Laines an opportunity to propose a plan for the abatement of the nuisance conditions on the Property. At the hearing on March 21 the staff reported that Ms. Laines had submitted three emails discussing how she intended to rehabilitate the hotel. Staff stated that the proposals fell short, in staff's opinion, of presenting a viable plan for the rehabilitation of the hotel and explained the process for appointing a receiver to undertake abatement of nuisance conditions on the property. The Council voted to

continue the hearing to April 18, 2012, and appointed an ad hoc committee to meet with Ms. Laines where she was expected to clarify title to the Property and to provide information about stabilizing the roof and removing debris from inside the hotel. At the April 18, 2012, meeting Ms. Laines provided a letter from a title company confirming that it was reviewing documents to clear title and that she had contacted the Mendocino County Air Quality Management District ("Air Quality District") for a list of asbestos consultants who would need to assist in obtaining a demolition permit to remove debris from inside the building. The public hearing was continued to May 16, 2012 at which time the ad hoc committee reported on and Ms. Laines described her progress in abating nuisance conditions on the Property. After hearing from the ad hoc committee and Ms. Laines, the City Council continued the public hearing to June 20, 2012, to hear a report from the ad hoc committee and Ms. Laines on progress in abating the nuisance conditions at the hotel. For the next 22 months the City Council heard monthly reports from the ad hoc committee and Ms. Laines on her progress in abating nuisance conditions at the hotel. During that time Ms. Laines appeared to be making progress toward abating the nuisance conditions. She obtained an encroachment permit to place scaffolding within the public right of way to remove ivy from the Smith Street side of the building and the ivy was removed. However, by July 18, 2012, she had not obtained a demolition permit for removal of debris from inside the building, because she had not gotten an asbestos clearance from the Air Quality District. By December 19, 2012, Ms. Laines had not received a demolition permit. During this time Ms. Laines did report that plastic sheeting had been placed on the roof and window openings to reduce water infiltration during the winter. Subsequently, a demolition permit was issued and some debris was removed from the building, but at the City Council meeting on June 19, 2013, staff reported that the Air Quality District observed a possible violation of its Asbestos notification and Release approval, when one of its inspectors discovered workers sorting through piles of debris without a required Certified Site Surveillance Technician on site. The Air Quality District issued a Notice to Comply. At the July 17, 2013, City Council meeting, staff reported that debris removal has been slow and methodical and in apparent compliance with the Air Quality District asbestos demolition/renovation clearance. Debris removal was to take place in three phases. At the August 21, 2013, City Council meeting, staff reported that Phase I had been completed and Ms. Laines was discussing Phase II with the Air Quality District. At the October 16, 2013, City Council meeting staff reported that debris removal had far exceeded the work approved for Phase I and the scope of the approved demolition permit. The contractor was directed to receive the necessary clearance from the Air Quality District and an additional demolition permit from the City before performing additional work. The City's building official also reiterated his strong concern about immediately repairing the roof. At the December 18, 2013, City Council meeting, staff reported that the Air Quality District had approved a Phase II debris removal plan and on December 10, 2013, the Building Official issued a demolition permit for Phase II debris removal. At the January 14, 2014, City Council meeting, staff reported that they were alerted on December 27, 2013, that Air Quality district inspector had

observed uncertified workers performing asbestos removal in violation of the District-approved Revised Asbestos Removal Plan for Phase II. At its February 19, 2014, meeting the City Council was informed that Cal OSHA had red-tagged the Property to prevent any workers from entering the building based on Cal OSHA testing which detected asbestos at unsafe levels. A further report on obtaining Cal OSHA approval to continue asbestos removal and abatement was made to the City Council on March 14, 2014. On April 16, 2014, the City Council considered a resolution ordering the Public Works Director to abate the nuisance conditions on the property not sooner than thirty (30) days from the adoption of the resolution. The City Council also considered entering a retainer agreement with Cota Cole to represent the City in a proceeding under Health and Safety Code Section 17980.7 to appoint a receiver to abate the nuisance conditions on the property. After hearing from Ms. Laines and her contractor, Norm Hudson, the City Council agreed to continue the hearing until June 4, 2014, to give Ms. Laines time to obtain a termination of a Cal OSHA cease and desist order, barring workers from the building due the presence of asbestos. On June 4, the Council learned that Ms. Laines has not obtained a termination of the Cal OSHA cease and desist order. The Council directed staff to propose a Compliance Schedule for the abatement of the nuisance conditions at the Palace Hotel. Staff returned with a proposed compliance schedule at the June 18, 2014, City Council meeting. After hearing from the contractor, Norm Hudson, the Council directed staff to consult with Mr. Hudson on revisions to the Compliance Schedule and return to the City Council at its August 6, 2014, meeting with a revised schedule. Staff consulted with Mr. Hudson, but he did not recommend any changes to the proposed schedule. However, the dates for complying with the first two milestones on the schedule had already passed by August 6. At that meeting the City Council approved the Compliance Schedule, attached hereto as Exhibit B, and continued the hearing to September 3, 2014, to determine, if Ms. Laines had complied with the first three milestones on the schedule, which are:

Milestone	Deadline	Evidence of Compliance
Secure hotel structure from unauthorized entry	August 20, 2014	Inspection by Building Official
Enter a written contract ("Contract") with Bluewater Environmental Services to perform a work plan approved by Cal OSHA and MCAQMD to abate asbestos contamination in the hotel and open escrow account with a federally or state chartered bank with sufficient funds to pay the Contract price.	August 27, 2014	Planning Director's receipt of copy of fully executed Contract and documents from the bank showing that (1) the escrow account is opened, including the account number (2) the balance in the account and (3) the funds in the account may only be withdrawn to pay amounts due under the Contract

Submission of work plan to Cal OSHA and Mendocino County Air Quality Management District (MCAQMD)	September 2, 2014	Evidence of transmittal to OSHA and MCAQMD and copy of plan filed with Planning Director
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The Compliance Schedule was sent to Ms. Laines by registered mail, return receipt requested and returned to the City unopened. On August 8, 2014, the Compliance Schedule was emailed to Ms. Laines. In an August 28, 2014 email from Ms. Laines local representative Pinky Kushner, Ms. Laines is quoted as acknowledging receipt of the Compliance Schedule.

On or before August 20, 2014, the Building Official learned from Norm Hudson that he was not currently performing as Ms. Laines' contractor. The Building Official inspected the building on August 20 and found that the building was not secure. On Sunday, August 24, Ms. Laines emailed Councilmember Scalmanini that plywood had been attached to two openings in the Palace Hotel. On August 25, Council member Scalmanini forwarded the email to the Planning Director. The Building Official inspected the building on August 25 and determined that the two openings were adequately secured, but the ground floor door on the Smith Street side of the building had not been secured, nor had a number of windows/openings. On August 25, the Planning Director notified Ms. Laines of the Building Official's findings. The email notified Ms. Laines that the Building Official was available to meet with her to discuss how to properly secure the building and gave her the Building Official's contact information. She left him a voice mail message on August 27 that she would have the remaining points of access to the building secured on August 27. The Planning Director emailed Ms. Laines that the Building Official would inspect the building in the afternoon on August 27 and reminded her that under the Compliance Schedule she was required to submit to the Planning Director on August 27 a fully executed contract with Bluewater Environmental Services to abate asbestos contamination in the building and documents from a federally or state chartered bank showing that an escrow account has been opened, including the account number, and the balance of the account, and evidence that the funds in the account will only be used to pay amounts due under the contract with Bluewater. These conditions were based on letters from Ms. Laines presented to the City Council at its June 18, 2014, meeting that she was securing funds for the asbestos abatement and that Blue Water could complete the work in 3-6 weeks, once it and Ms. Laines entered a contract and payment for its services was secured.

The Building Official inspected the exterior of the building on August 27, 2014 and found that most of the doors and openings had been adequately secured against unauthorized entry. However, he remained concerned about the window on the Smith Street side of the building because it had ¼" plywood instead of ¾" and was not secured tightly. He also could not tell if the upstairs windows on the south side of the building had been secured because they were not visible from the street. The

Planning Director emailed the owner on August 27th and informed her of these concern and requested that she contact the Building Official and allow him to tour the building so that a comprehensive assessment could be made as to whether or not the building has been adequately secured against unauthorized entry.

On September 5, 2014, staff was alerted by a citizen that a door on the ground floor was wide open and it look as though the building had been broken into. The Building Official inspected the building and the building and observed damage and concluded that the building had been broken into. On September 8, 2014, staff was alerted by the owner that the building had again been broken into. On September 12, 2015, staff emailed the owner requesting cooperation in performing a comprehensive tour of the building and developing a strategy for securing it against unauthorized entry. In a September 15, 2014 email, the owner expressed her opinion that the building was adequately secure.

On November 5, 2014, Cal OSHA approved the asbestos removal work plan and the owner's indicated that work would begin in early December. On December 18, 2014, the owner indicated that work was delayed and that they anticipate "a start of staging shortly." At the City Council meeting on January 7, 2015, staff reported to the City Council that the required permits for the asbestos removal had not been applied for and the work had not started. As of January 13, 2015, the required permits had not been applied for and staff had not heard from the owner or asbestos removal contractor.

As of January 13, 2015, the plastic on the windows remained torn and tattered, and photos taken on December 12, 2014 and submitted to the City Council on _December 17, 2014, show that the plastic on the roof was similarly still torn and tattered. The windows and roof were in this condition during the heavy rains in December 2014, resulting in substantial additional intrusion of water into the building.

On December 18, 2014, staff received a copy of a Preliminary Structural Evaluation, prepared by LACO Associates under contract with the potential receiver that the City may request the court to appoint. The engineer did not enter the building and his work only consisted of a detailed review of all past structural reports and exterior observations of the structure. The his evaluation identified a number of concerns, one of which was the cracking in the northeast corner of the building at the intersection of North State Street and Smith Street. The report stated that the cracks were apparently the result of a window being added sometime in the past without an adequate lintel being installed above it. The masonry above this area is acting as "a gravity support arch...and the resultant force is pushing the easterly wall of the building towards North State Street." The report recommends that at a minimum, "this condition should be repaired by restoring the vertical support of the masonry above the added window opening" and that "additional steel strapping or other ties may be required to tie the separated portion together, based on conditions discovered during construction."

In a follow-up conversation with the engineer who prepared the Evaluation, staff inquired about the urgency of this condition of the building and the engineer responded that in his opinion, it “should be repaired or stabilized as soon as possible.”

On December 16, 2014, Staff sent a letter to the owner urgently requesting that she 1) Secure the entire building against unauthorized entry to the satisfaction of the City’s Building Official; 2) Secure the windows with water tight material to prevent further rainwater intrusion; 3) Repair or replace the roof to prevent further rainwater intrusion; 4) Arrange for a licensed structural engineer to inspect the building, particularly the northeast corner to determine its structural integrity and whether or not there is an immediate need for repairs to prevent an imminent threat of structural failure and submit a written report from the engineer to the Planning Department. If immediate repairs are necessary, the letter requested the owner to secure the required permit and complete the necessary repairs; 5) Submit to the Planning Department a copy of the contract with Bluewater Environmental Services and evidence that an escrow account has been established with the funds needed to fund the asbestos removal project; and 6) Secure the required permits and remove the asbestos from the building. In a December 19, 2014 email, the owner indicated she would like to discuss the letter. As of January 13, 2015, the owner had not contacted staff to discuss the letter and none of the items requested in the letter had been accomplished.

5. Based on the evidence presented and the records of the Ukiah Planning and Building Departments and the monthly reports to the Palace Hotel Nuisance Abatement Ad Hoc Committee and the full City Council, the City Council finds that:
 - A. The Property contains one dilapidated hotel structure of approximately 60,000 square feet, and consists of three stories. The original hotel, constructed in 1891 contains unreinforced masonry walls. A later addition, constructed in the 1920’s, contains reinforced concrete walls. The hotel was last occupied more than 20 years ago and has since remained vacant, boarded up and unheated.
 - B. The 2002 Point 2 Structural Engineers Seismic Analysis of the building revealed that the perimeter unreinforced masonry walls of the older portions of the building were found to be deficient to adequately support the vertical and probable earthquake loads of the region. The mortar shear tests determined the unreinforced masonry walls could not sustain minimum loads without failure, and that although they are not necessary for the stability of the overall structure, the parapets presented a very real falling hazard during a seismic event.
 - C. An inspection of the Property by the City Building Official and Fire Marshal on May 26, 2011, determined that the building on the Property constitutes a public nuisance. As set forth in more detail in the letter to the Property owner from David Willoughby,

Building Official, dated September 26, 2011, attached here to as Exhibit A: (1) The hotel building is an unoccupied, unsafe structure in a dilapidated condition that has deteriorated wood, visible dry rot, broken windows, mold, deteriorated flooring and floor supports, deteriorated ceilings and roof supports, significant water damage that is beginning to compromise the structural integrity of the building; (2) the structure is not adequately protected against water intrusion and will continue to deteriorate in its present condition; (3) the structure is not adequately protected against unauthorized entry and as a result, trespassers have deposited garbage and trash in the structure, which poses a threat to public health and safety; (4) there is evidence that the building has been occupied by homeless persons; and (4) The existing fire sprinkler system has not been properly maintained, has fallen into disrepair as described in the attached Exhibit A.

D. Over the 35 months since the City Council commenced its hearing under Ukiah City Code Section 3306, Ms. Laines placed plastic sheeting over the roof and windows and removed some debris from inside the building. In removing lathe and plaster on all three floors of the hotel, Ms. Laines caused asbestos to become intermingled with other debris which created an unsafe working environment, culminating in Cal OSHA barring all debris removal until it approved a plan that complies with its workplace safety rules. Despite promises to commence asbestos removal first in October, then in December, the owner has not applied for a building permit required to commence the removal process, all of the windows in the building on the second and third floors are uncovered and the plastic sheeting on the roof no longer provides any protection against water intrusion. Heavy rains in December have increased water intrusion. The owner has failed to comply with any of the requirements in the Compliance Schedule adopted by the City Council and has not made satisfactory progress toward abating the nuisance conditions or presenting and following a viable plan for the full abatement of the nuisance conditions on the Property. Moreover, this unacceptably slow and erratic progress follows over 20 years of inaction during which the Palace Hotel remained vacant, in deteriorating condition, creating blight in the City's historic downtown, and inhibiting its revitalization. These facts convince the City Council that giving Ms. Laines additional time to abate the conditions is unlikely to result in abatement within a reasonable or even foreseeable time frame.

E. The conditions on the Property continue to violate section 116 of the California Building Code for dangerous buildings because the dilapidated hotel is unsecured and, therefore, unsafe; and the structure is unsanitary because of the presence of debris remains. The conditions have actually been made worse and more time consuming and expensive to abate by the removal of

lathe and plaster performed during the time this matter has been pending before the City Council..

F. The dilapidated hotel on the Property constitutes a public nuisance as defined in Ukiah City Code section 3300 and Health and Safety Code Section 17920; the conditions of the property violate Sections 1.14, 3.24, and 904 of Division 1, Title 19 of the California Code of Regulations; California Building Code section 901.6.1; and California Fire Code section 506.1, because the fire sprinkler system has not been adequately maintained, and emergency access keys that operate the locks on the property have not been provided in the knox box.

6. Despite repeated efforts to gain voluntary compliance with the applicable codes and ordinances, the property owner has failed to make satisfactory progress in cleaning up and maintaining the Property, repairing and securing the hotel structure and otherwise in abating the nuisance conditions on the Property; and
7. The City Council overrules all objections and protests to the proposed abatement of the nuisance conditions on the Property;

NOW ,THEREFORE, BE IT RESOLVED that:

1. The Ukiah Department of Public Works is hereby ordered and directed to abate the public nuisance located at 272 North State Street (APN 002-224-13) as described in this resolution by seeking the appointment of a receiver pursuant to Health and Safety Code Section 17980.7, who shall not assume control of the hotel prior to October 4, 2014. If a receivership is terminated without successfully abating said conditions, the Public Works Director is directed to seek further authority from the City Council before taking any other actions to repair or remove the hotel structure.
2. The City Clerk is hereby directed to forward a certified copy of this resolution to the County Recorder of Mendocino County for recordation.

PASSED AND ADOPTED on _____ 2015 by the following Roll Call Vote:

Ayes:

Noes:

Abstain:

Absent:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

Recorded at request of:

City of Ukiah

When recorded, return to:

City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
ORDERING AND DIRECTING THE UKIAH DEPARTMENT OF
PUBLIC WORKS TO ABATE THE PUBLIC NUISANCE
LOCATED AT 272 NORTH STATE STREET (PALACE HOTEL)
BY REPAIR OR REMOVAL AFTER THIRTY (30) DAYS**

WHEREAS:

1. On December 21, 2011, the City Council adopted Resolution No. 2011-55, declaring the property located at 272 North State Street in the City of Ukiah and also known as Mendocino County Assessor's Parcel Number 002-224-13 and the dilapidated hotel building located thereon ("the Property") a public nuisance and its intent to abate the public nuisance by repair or demolition ("Resolution of Intent").
2. The Notice of Hearing required by Ukiah City Code Section 3303, and a certified copy of the Resolution of Intent was posted on the Property and served on the Property owner at the address as shown on the last equalized Mendocino County assessment role in accordance with Ukiah City Code Section 3305.
3. On February 15, 2012, the City Council opened a public hearing in accordance with Ukiah City Code Section 3306, and considered all objections or protests, and the testimony from owners, witnesses and interested parties addressing the proposed removal or repair of the Property.
4. After hearing from Eladia Laines and her contractor Norm Hudson, the City Council continued the public hearing to March 21, 2012, to give Ms. Laines an opportunity to propose a plan for the abatement of the nuisance conditions on the Property. At the hearing on March 21 the staff reported that Ms. Laines had submitted three emails discussing how she intended to rehabilitate the hotel. Staff stated that the proposals fell short, in staff's opinion, of presenting a viable plan for the rehabilitation of the hotel and explained the process for appointing a receiver to undertake

abatement of nuisance conditions on the property. The Council voted to continue the hearing to April 18, 2012, and appointed an ad hoc committee to meet with Ms. Laines where she was expected to clarify title to the Property and to provide information about stabilizing the roof and removing debris from inside the hotel. At the April 18, 2012, meeting Ms. Laines provided a letter from a title company confirming that it was reviewing documents to clear title and that she had contacted the Mendocino County Air Quality Management District ("Air Quality District") for a list of asbestos consultants who would need to assist in obtaining a demolition permit to remove debris from inside the building. The public hearing was continued to May 16, 2012 at which time the ad hoc committee reported on and Ms. Laines described her progress in abating nuisance conditions on the Property. After hearing from the ad hoc committee and Ms. Laines, the City Council continued the public hearing to June 20, 2012, to hear a report from the ad hoc committee and Ms. Laines on progress in abating the nuisance conditions at the hotel. For the next 22 months the City Council heard monthly reports from the ad hoc committee and Ms. Laines on her progress in abating nuisance conditions at the hotel. During that time Ms. Laines appeared to be making progress toward abating the nuisance conditions. She obtained an encroachment permit to place scaffolding within the public right of way to remove ivy from the Smith Street side of the building and the ivy was removed. However, by July 18, 2012, she had not obtained a demolition permit for removal of debris from inside the building, because she had not gotten an asbestos clearance from the Air Quality District. By December 19, 2012, Ms. Laines had not received a demolition permit. During this time Ms. Laines did report that plastic sheeting had been placed on the roof and window openings to reduce water infiltration during the winter. Subsequently, a demolition permit was issued and some debris was removed from the building, but at the City Council meeting on June 19, 2013, staff reported that the Air Quality District observed a possible violation of its Asbestos notification and Release approval, when one of its inspectors discovered workers sorting through piles of debris without a required Certified Site Surveillance Technician on site. The Air Quality District issued a Notice to Comply. At the July 17, 2013, City Council meeting, staff reported that debris removal has been slow and methodical and in apparent compliance with the Air Quality District asbestos demolition/renovation clearance. Debris removal was to take place in three phases. At the August 21, 2013, City Council meeting, staff reported that Phase I had been completed and Ms. Laines was discussing Phase II with the Air Quality District. At the October 16, 2013, City Council meeting staff reported that debris removal had far exceeded the work approved for Phase I and the scope of the approved demolition permit. The contractor was directed to receive the necessary clearance from the Air Quality District and an additional demolition permit from the City before performing additional work. The City's building official also reiterated his strong concern about immediately repairing the roof. At the December 18, 2013, City Council meeting, staff reported that the Air Quality District had approved a Phase II debris removal plan and on December 10, 2013, the Building Official issued a demolition permit for Phase II debris removal. At the January 14, 2014, City Council meeting, staff reported that they were

alerted on December 27, 2013, that Air Quality district inspector had observed uncertified workers performing asbestos removal in violation of the District-approved Revised Asbestos Removal Plan for Phase II. At its February 19, 2014, meeting the City Council was informed that Cal OSHA had red-tagged the Property to prevent any workers from entering the building based on Cal OSHA testing which detected asbestos at unsafe levels. A further report on obtaining Cal OSHA approval to continue asbestos removal and abatement was made to the City Council on March 14, 2014. On April 16, 2014, the City Council considered a resolution ordering the Public Works Director to abate the nuisance conditions on the property not sooner than thirty (30) days from the adoption of the resolution. The City Council also considered entering a retainer agreement with Cota Cole to represent the City in a proceeding under Health and Safety Code Section 17980.7 to appoint a receiver to abate the nuisance conditions on the property. After hearing from Ms. Laines and her contractor, Norm Hudson, the City Council agreed to continue the hearing until June 4, 2014, to give Ms. Laines time to obtain a termination of a Cal OSHA cease and desist order, barring workers from the building due the presence of asbestos. On June 4, the Council learned that Ms. Laines has not obtained a termination of the Cal OSHA cease and desist order. The Council directed staff to propose a Compliance Schedule for the abatement of the nuisance conditions at the Palace Hotel. Staff returned with a proposed compliance schedule at the June 18, 2014, City Council meeting. After hearing from the contractor, Norm Hudson, the Council directed staff to consult with Mr. Hudson on revisions to the Compliance Schedule and return to the City Council at its August 6, 2014, meeting with a revised schedule. Staff consulted with Mr. Hudson, but he did not recommend any changes to the proposed schedule. However, the dates for complying with the first two milestones on the schedule had already passed by August 6. At that meeting the City Council approved the Compliance Schedule, attached hereto as Exhibit B, and continued the hearing to September 3, 2014, to determine, if Ms. Laines had complied with the first three milestones on the schedule, which are:

Milestone	Deadline	Evidence of Compliance
Secure hotel structure from unauthorized entry	August 20, 2014	Inspection by Building Official
Enter a written contract ("Contract") with Bluewater Environmental Services to perform a work plan approved by Cal OSHA and MCAQMD to abate asbestos contamination in the hotel and open escrow account with a federally or state chartered bank with sufficient funds to pay the Contract price.	August 27, 2014	Planning Director's receipt of copy of fully executed Contract and documents from the bank showing that (1) the escrow account is opened, including the account number (2) the balance in the account and (3) the funds in the account may only be withdrawn to pay amounts due under the Contract

Submission of work plan to Cal OSHA and Mendocino County Air Quality Management District (MCAQMD)	September 2, 2014	Evidence of transmittal to OSHA and MCAQMD and copy of plan filed with Planning Director
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The Compliance Schedule was sent to Ms. Laines by registered mail, return receipt requested and returned to the City unopened. On August 8, 2014, the Compliance Schedule was emailed to Ms. Laines. In an August 28, 2014 email from Ms. Laines local representative Pinky Kushner, Ms. Laines was quoted as acknowledging receipt of the Compliance Schedule.

On or before August 20, 2014, the Building Official learned from Norm Hudson that he was not currently performing as Ms. Laines' contractor. The Building Official inspected the building on August 20 and found that the building was not secure. On Sunday, August 24, Ms. Laines emailed Councilmember Scalmanini that plywood had been attached to two openings in the Palace Hotel. On August 25, Council member Scalmanini forwarded the email to the Planning Director. The Building Official inspected the building on August 25 and determined that the two openings were adequately secured, but the ground floor door on the Smith Street side of the building had not been secured, nor had a number of windows/openings. On August 25, the Planning Director notified Ms. Laines of the Building Official's findings. The email notified Ms. Laines that the Building Official was available to meet with her to discuss how to properly secure the building and gave her the Building Official's contact information. She left him a voice mail message on August 27 that she would have the remaining points of access to the building secured on August 27. The Planning Director emailed Ms. Laines that the Building Official would inspect the building in the afternoon on August 27 and reminded her that under the Compliance Schedule she was required to submit to the Planning Director on August 27 a fully executed contract with Bluewater Environmental Services to abate asbestos contamination in the building and documents from a federally or state chartered bank showing that an escrow account has been opened, including the account number, and the balance of the account, and evidence that the funds in the account will only be used to pay amounts due under the contract with Bluewater. These conditions were based on letters from Ms. Laines presented to the City Council at its June 18, 2014, meeting that she was securing funds for the asbestos abatement and that Blue Water could complete the work in 3-6 weeks, once it and Ms. Laines entered a contract and payment for its services was secured.

The Building Official inspected the exterior of the building on August 27, 2014 and found that most of the doors and openings had been adequately secured against unauthorized entry. However, he remained concerned about the window on the Smith Street side of the building because it had ¼" plywood instead of ¾" and was not secured tightly. He

also could not tell if the upstairs windows on the south side of the building had been secured because they were not visible from the street. The Planning Director emailed the owner on August 27th and informed her of these concern and requested that she contact the Building Official and allow him to tour the building so that a comprehensive assessment could be made as to whether or not the building has been adequately secured against unauthorized entry.

On September 5, 2014, staff was alerted by a citizen that a door on the ground floor was wide open and it look as though the building had been broken into. The Building Official inspected the building and the building and observed damage and concluded that the building had been broken into. On September 8, 2014, staff was alerted by the owner that the building had again been broken into. On September 12, 2015, staff emailed the owner requesting cooperation in performing a comprehensive tour of the building and developing a strategy for securing it against unauthorized entry. In a September 15, 2014 email, the owner expressed her opinion that the building was adequately secure.

On November 5, 2014, Cal OSHA approved the asbestos removal work plan and the owner's indicated that work would begin in early December. On December 18, 2014, the owner indicated that work was delayed and that they anticipate "a start of staging shortly." At the City Council meeting on January 7, 2015, staff reported to the City Council that the required permits for the asbestos removal had not been applied for and the work had not started. As of January 13, 2015, the required permits had not been applied for and staff had not heard from the owner or asbestos removal contractor.

As of January 13, 2015, the plastic on the windows remained torn and tattered, and photos taken on December 12, 2014_ and submitted to the City Council on December 17, 2014. show that the plastic on the roof was similarly still torn and tattered. The windows and roof were in this condition during the heavy rains in December 2014, resulting in substantial additional intrusion of water into the building.

On December 18, 2014, staff received a copy of a Preliminary Structural Evaluation, prepared by LACO Associates under contract with the potential receiver that the City may request the court to appoint. The engineer did not enter the building and his work only consisted of a detailed review of all past structural reports and exterior observations of the structure. The his evaluation identified a number of concerns, one of which was the cracking in the northeast corner of the building at the intersection of North State Street and Smith Street. The report stated that the cracks were apparently the result of a window being added sometime in the past without an adequate lintel being installed above it. The masonry above this area is acting as "a gravity support arch...and the resultant force is pushing the easterly wall of the building towards North State Street." The report recommends that at a minimum, "this condition should be repaired by restoring the vertical support of the masonry above the added window opening" and that "additional steel strapping or other ties may be

required to tie the separated portion together, based on conditions discovered during construction.”

In a follow-up conversation with the engineer who prepared the Evaluation, staff inquired about the urgency of this condition of the building and the engineer responded that in his opinion, it “should be repaired or stabilized as soon as possible.”

On December 16, 2014, Staff sent a letter to the owner urgently requesting that she 1) Secure the entire building against unauthorized entry to the satisfaction of the City’s Building Official; 2) Secure the windows with water tight material to prevent further rainwater intrusion; 3) Repair or replace the roof to prevent further rainwater intrusion; 4) Arrange for a licensed structural engineer to inspect the building, particularly the northeast corner to determine its structural integrity and whether or not there is an immediate need for repairs to prevent an imminent threat of structural failure and submit a written report from the engineer to the Planning Department. If immediate repairs are necessary, the letter requested the owner to secure the required permit and complete the necessary repairs; 5) Submit to the Planning Department a copy of the contract with Bluewater Environmental Services and evidence that an escrow account has been established with the funds needed to fund the asbestos removal project; and 6) Secure the required permits and remove the asbestos from the building. In a December 19, 2014 email, the owner indicated she would like to discuss the letter. As of January 13, 2015, the owner had not contacted staff to discuss the letter and none of the items requested in the letter had been accomplished.

5. Based on the evidence presented and the records of the Ukiah Planning and Building Departments and the monthly reports to the Palace Hotel Nuisance Abatement Ad Hoc Committee and the full City Council, the City Council finds that:
 - A. The Property contains one dilapidated hotel structure of approximately 60,000 square feet, and consists of three stories. The original hotel, constructed in 1891 contains unreinforced masonry walls. A later addition, constructed in the 1920’s, contains reinforced concrete walls. The hotel was last occupied more than 20 years ago and has since remained vacant, boarded up and unheated.
 - B. The 2002 Point 2 Structural Engineers Seismic Analysis of the building revealed that the perimeter unreinforced masonry walls of the older portions of the building were found to be deficient to adequately support the vertical and probable earthquake loads of the region. The mortar shear tests determined the unreinforced masonry walls could not sustain minimum loads without failure, and that although they are not necessary for the stability of the overall structure, the parapets presented a very real falling hazard during a seismic event.

C. An inspection of the Property by the City Building Official and Fire Marshal on May 26, 2011, determined that the building on the Property constitutes a public nuisance. As set forth in more detail in the letter to the Property owner from David Willoughby, Building Official, dated September 26, 2011, attached here to as Exhibit A: (1) The hotel building is an unoccupied, unsafe structure in a dilapidated condition that has deteriorated wood, visible dry rot, broken windows, mold, deteriorated flooring and floor supports, deteriorated ceilings and roof supports, significant water damage that is beginning to compromise the structural integrity of the building; (2) the structure is not adequately protected against water intrusion and will continue to deteriorate in its present condition; (3) the structure is not adequately protected against unauthorized entry and as a result, trespassers have deposited garbage and trash in the structure, which poses a threat to public health and safety; (4) there is evidence that the building has been occupied by homeless persons; and (4) The existing fire sprinkler system has not been properly maintained, has fallen into disrepair as described in the attached Exhibit A.

D. Over the 35 months since the City Council commenced its hearing under Ukiah City Code Section 3306, Ms. Laines placed plastic sheeting over the roof and windows and removed some debris from inside the building. In removing lathe and plastic on all three floors of the hotel, Ms. Laines caused asbestos to become intermingled with other debris which created an unsafe working environment, culminating in Cal OSHA barring all debris removal until it approved a plan that complies with its workplace safety rules. Despite promises to commence asbestos removal first in October, then in December, the owner has not applied for a building permit required to commence the removal process, all of the windows in the building on the second and third floors are uncovered and the plastic sheeting on the roof no longer provides any protection against water intrusion. Heavy rains in December have increased water intrusion. The owner has failed to comply with any of the requirements in the Compliance Schedule adopted by the City Council and has not made satisfactory progress toward abating the nuisance conditions or presenting and following a viable plan for the full abatement of the nuisance conditions on the Property. Moreover, this unacceptably slow and erratic progress follows over 20 years of inaction during which the Palace Hotel remained vacant, in deteriorating condition, creating blight in the City's historic downtown, and inhibiting its revitalization. These facts convince the City Council that giving Ms. Laines additional time to abate the conditions is unlikely to result in abatement within a reasonable or even foreseeable time frame.

E. The conditions on the Property continue to violate section 116 of the California Building Code for dangerous buildings because the dilapidated hotel is unsecured and, therefore, unsafe; and the

structure is unsanitary because of the presence of debris remains. The conditions have actually been made worse and more time consuming and expensive to abate by the removal of lathe and plastic performed during the time this matter has been pending before the City Council.

F. The dilapidated hotel on the Property constitutes a public nuisance as defined in Ukiah City Code section 3300 and Health and Safety Code Section 17920; the conditions of the property violate Sections 1.14, 3.24, and 904 of Division 1, Title 19 of the California Code of Regulations; California Building Code section 901.6.1; and California Fire Code section 506.1, because the fire sprinkler system has not been adequately maintained, and emergency access keys that operate the locks on the property have not been provided in the Knox box.

6. Despite repeated efforts to gain voluntary compliance with the applicable codes and ordinances, the property owner has failed to make satisfactory progress in cleaning up and maintaining the Property, repairing and securing the hotel structure and otherwise in abating the nuisance conditions on the Property; and
7. The City Council overrules all objections and protests to the proposed abatement of the nuisance conditions on the Property;

NOW ,THEREFORE, BE IT RESOLVED that:

1. 1. The Ukiah Department of Public Works is hereby ordered and directed to abate the public nuisance located at 272 North State Street (APN 002-224-13) as described in this resolution. The Public Works Director is directed to seek the appointment of a receiver pursuant to Health and Safety Code Section 17980.7, if he determines that the property Owner or its authorized agent has failed to meet without good cause a compliance deadline in the Compliance Schedule attached hereto as Exhibit B. "Good cause" means an event beyond the reasonable control of the Owner, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the Owner. If a receivership is terminated without successfully abating said conditions, the Public Works Director is directed to seek further authority from the City Council before taking any other actions to repair or remove the hotel structure
2. The City Clerk is hereby directed to forward a certified copy of this resolution to the County Recorder of Mendocino County for recordation.

PASSED AND ADOPTED on _____ 2015 by the following Roll Call Vote:

Ayes:

Noes:

Abstain:

Absent:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



Eladia Laines/Leddy and Michael Leddy
PO Box 1309
Sausalito, CA 94966
Via Certified Mail

September 26, 2011

Subject: NOTICE OF SUBSTANDARD BUILDING

Location of Violation: Throughout the building

Address: 272 N. State St. (The Palace Hotel)

APN: 002-224-13

Owner: Qestex LTD/ Ms. Laines-Leddy and Mr. Mike Leddy

Dear Eladia Laines-Leddy and Mr. Mike Leddy

According to the Mendocino County Assessor's Office you are the record owner of the property listed above.

On May 18, 2011, an Inspection Warrant was obtained for the Palace Hotel. An inspection of the building was performed on May 26, 2011. During the inspection the following violations of Ukiah Municipal Code, California Building Code, and California Health and Safety Code were observed:

1. Water intrusion is evident in the basements at the exterior walls and at intersection of the floor/ceiling and the exterior wall.
2. The roof is leaking in many locations. The water entering the building from the failing roof is making its way all the way down through the building and affecting a large part of the structure because of this. This condition was occurring when I performed an inspection two years ago and has been going on for many years prior to that. Work was done on the roof to correct it, however it appears that the condition was not fixed and/or the maintenance has not been kept up since the repairs were made. Due to the water intrusion problem over the years, the structure is continuing to degrade.
3. A bathroom window on the southwest portion of the building at the second floor above Patrona's Restaurant roof is open. The opening is boarded up; however, water is able to get into the building at this point.
4. Most of the windows are broken and boarded up which still allows water to get into the building.

300 SEMINARY AVENUE UKIAH, CA 95482-5400

Phone # (707)463-6200 Fax# (707)463-6204 Web Address: www.cityofukiah.com

5. The roof has large splits and patches that have come loose and there are vent holes, skylights and other penetrations through the roof that are missing covers allowing water into the building. Also, some of the roofing on the parapet wall is missing.
6. The Ivy vine growing on the exterior of the building is degrading the brick and mortar as well as adding additional loads to an unreinforced masonry building.
7. The inspectors test drain valve for the automatic fire suppression system is inoperable.
8. There are no fire sprinklers installed in the large walk-in freezer.
9. Two sprinklers are painted and inoperable in the small room that is located at the southeast corner of the building facing State St.
10. The automatic fire suppression system is required to be electrically monitored. Our inspection reveals that it is not being electronically monitored.
11. The emergency access key security box (Knox box) is not present.

According to Section 17920.3 of the California Health and Safety code, due to the general dilapidated condition, lack of maintenance as noted above, defective or deteriorated flooring or floor supports, ceilings, and roof supports, and faulty weather protections this structure is declared to be a substandard building.

According to Division 3, Chapter 10, Section 3300 of the Ukiah Municipal Code, "All buildings or structures which are structurally unsafe, or are partially destroyed by fire, or are dilapidated from old age, neglect, decay or other causes within the City, which constitute a fire menace or are dangerous to human life, or a likely resort for vagrant or dissolute persons, may be declared a nuisance by the City Council of the City and thereafter abated as herein provided."

According to Division 3 Chapter 11, Section 3402 of the Ukiah Municipal Code, "It shall be unlawful, and it is hereby declared to be a public nuisance, for any person owning, leasing, occupying, or having charge of any commercially zoned business or commercially zoned property within the city of Ukiah, to maintain such premises in such a manner that any one or more of the conditions or activities described in the following subsections are found to exist:" The applicable subsections include:

A. Any violation of this code.

C. Buildings or structures which are partially destroyed, abandoned or permitted to remain in a state of partial construction for more than six (6) months, or beyond any period of extension, after the issuance of a building permit.

F. Broken or cracked windows, windows boarded up with unpainted materials attached to the exterior of the building, or unattractive products adhered to/covering the inside of the window, unless the structure is undergoing a remodeling project. The property owner can have thirty (30) to ninety (90) days to correct the problem with the submittal and approval of a reasonable improvement strategy/plan.

Provide that the building permit is finalized (final inspection) and a Certificate of Occupancy is issued within two (2) years from the date of this notice.

Or

2. Submit a building/demolition permit application with all required information, plans, fees, and documents for the demolition of the building within thirty (30) days from the date of this notice; and provide all required information and fees for compliance with the California Environmental Quality Act within thirty (30) days from the day formally requested by the City; and

Complete the demolition of the building within six (6) months from the date of the issuance of the building/demolition permit.

If you have not abated the violations within the time limits set above and by taking the actions described above, the City will take enforcement action as authorized by law which may include any or all of the following: (1) issuance of a citation for violation of Cal. Health & Safety Code §17995 (which makes violation of the building code a misdemeanor punishable for a first offense by a fine of \$1,000, six months in the county jail or by both a fine and imprisonment with the fine increasing to \$5,000 for a second or subsequent violation); (2) filing a civil action to enjoin the violation as a public nuisance. In a civil action you may become liable for the City's attorneys' fees in bringing the action; and (3) abatement of the violations through a resolution and assessment of costs against the property through a lien.

The Palace Hotel has been unoccupied for over fifteen years, has fallen into a dilapidated condition, and now represents a public nuisance. Efforts to correct violations in the past have been marginally successful and the building has continued to degrade into its current dilapidated and unsafe condition. The building has become a significant eyesore in the historic downtown, and conflicts with the City's plans to revitalize the downtown and promote positive economic development. The time has come for the violations to be once and for all fully and successfully abated and the building restored and put to productive use or, as owner of the building, you could propose to demolish the structure.

We are available to work with you to resolve the Palace Hotel dilemma. You can contact me Monday through Thursday at (707) 467-5718 to discuss this correspondence.

THIS IS THE ONLY FORMAL NOTICE THE CITY WILL PROVIDE BEFORE TAKING ENFORCEMENT ACTION.

Sincerely,



David Willoughby
Building Official

cc: David Rapport, City Attorney
Sage Sangiacomo, Assistance City Manager
Charley Stump, Director, Planning and Community Development

Recorded at request of:

City of Ukiah

When recorded, return to:

City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

2011-17801

Recorded at the request of:
CITY OF UKIAH
12/22/2011 09:50 AM
Fee: \$0 Pgs: 1 of 3

OFFICIAL RECORDS
Susan M. Ranochak - Clerk-Recorder
Mendocino County, CA



RESOLUTION NO. 2011-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DECLARING THE PROPERTY LOCATED AT 272 NORTH STATE STREET A PUBLIC NUISANCE AND ITS INTENT TO COMMENCE ABATEMENT PROCEEDINGS PURSUANT TO UKIAH CITY CODE SECTIONS 3300 ET SEQ.

WHEREAS,

1. The property located at 272 North State Street in the City of Ukiah and also known as Mendocino County Assessor's Parcel Number 002-224-13 and the dilapidated hotel building located thereon ("the Property") are and have been for a substantial period of time a public nuisance.
2. The Property contains one dilapidated hotel structure of approximately 60,000 square feet, and consists of three stories. It was last occupied and used approximately +20 years ago. Inspections of the property by the City Building Official and Fire Marshal in May, 2011 have determined that the building on the Property constitutes a public nuisance in that: (1) The dilapidated hotel building is an abandoned unsafe structure that has deteriorated wood, visible dry rot, broken windows, mold, deteriorated flooring and floor supports, deteriorated ceilings and roof supports, significant on-going water damage that is beginning to compromise the structural integrity of the building, and the structure is not adequately protected against unauthorized entry; (2) Because the hotel building is not secured against unauthorized entry, trespassers have deposited garbage and trash in the structure, which poses a threat to public health and safety; and (3) The existing fire sprinkler system has not been properly maintained, and emergency access key security boxes have not been provided and required by law;
3. The conditions on the Property violate section 116 of the California Building Code for dangerous buildings because the dilapidated hotel is unsecured and therefore unsafe; the structure is unsanitary because of the presence of trash, garbage, and debris, and the structure has no lighting. For all of these reasons, the property and dilapidated hotel constitute a nuisance as defined in Ukiah City Code section 3300 and Health and Safety Code Section 17920; and

4. The conditions of the property violate Sections 1.14, 3.24, and 904 of Division 1, Title 19 of the California Code of Regulations; California Building Code section 901.6.1; and California Fire Code section 506.1 because the fire sprinkler system has not been adequately maintained, and emergency access key security boxes have not been provided; and
5. A detailed letter, *Notice of Substandard Building*, and an order to abate the violations, dated September 26, 2011 was sent via certified mail to the owner of the property, and no response has been received from the property owner; and
6. Despite efforts to gain voluntary compliance with the applicable codes and ordinances, the property owner has failed and refused to clean up and adequately maintain the property, repair and secure the hotel structure and otherwise to abate the nuisance conditions on the Property; and
7. UCC Section 3301 authorizes the City Council to commence proceedings to abate a public nuisance by declaring the same and its intention to commence abatement proceedings; and
8. Such proceedings are authorized, whenever buildings are structurally unsafe, are partially destroyed by fire, or are dilapidated from old age, neglect, decay or other causes, and which constitute a fire menace or are dangerous to human life, or are a likely resort for vagrant or dissolute persons; and
9. The dilapidated conditions on the Property constitute a public nuisance, a fire menace, are dangerous to human life, and the building is being broken into by trespassers, and should be abated as further provided herein.

NOW THEREFORE BE IT RESOLVED that:

1. The property located at 272 North State Street (APN 002-224-13) is hereby declared to constitute a public nuisance as provided in Ukiah City Code Section 3300.
2. The City Council intends to commence proceedings under Ukiah City Code Sections 3301-3310 to abate by repair, rehabilitation, removal or demolition the conditions on the Property that constitute a public nuisance.
3. The owner of the property is hereby ordered to abate the nuisance conditions on the property by repair, rehabilitation, removal or demolition of the conditions on the property that constitute a public nuisance, bring the structure into compliance with all applicable statutes, regulations and ordinances, and put the property in an orderly and clean condition that does not create an attractive nuisance, pose a risk of injury, cause visual blight or cause a safety hazard to the general public.
4. The City Clerk is hereby directed to forward a certified copy of this Resolution to the County Recorder of Mendocino County for recordation.
5. Notice of hearing shall be posted on the Property and given to the owner as shown on the last equalized assessment roll as provided in UCC Sections 3303-3305.

6. The City Council shall conduct the hearing required by law not sooner than thirty (30) days after the notices have been posted and served as required by law.

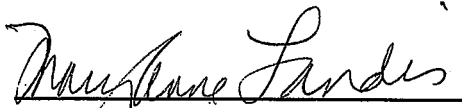
PASSED AND ADOPTED on December 21, 2011 by the following Roll Call Vote:

Ayes: Councilmembers Thomas, Rodin, Vice Mayor Crane, and Mayor Landis.

Noes: None.

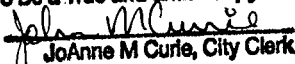
Abstain: None.

Absent: Councilmember Baldwin.


Mary Anne Landis, Mayor

ATTEST:


JoAnne Currie, City Clerk

City of Ukiah, California
Certified To Be a True and Exact Copy
1-6-12 
Date JoAnne M Curie, City Clerk

COMPLIANCE SCHEDULE

Milestone	Deadline	Evidence of Compliance
Secure hotel structure from unauthorized entry	August 20, 2014	Inspection by Building Official
Enter a written contract ("Contract") with Bluewater Environmental Services to perform a work plan approved by Cal OSHA and MCAQMD to abate asbestos contamination in the hotel and open escrow account with a federally or state chartered bank with sufficient funds to pay the Contract price.	August 27, 2014	Planning Director's receipt of copy of fully executed Contract and documents from the bank showing that (1) the escrow account is opened, including the account number (2) the balance in the account and (3) the funds in the account may only be withdrawn to pay amounts due under the Contract
Submission of work plan to Cal OSHA and Mendocino County Air Quality Management District (MCAQMD)	September 2, 2014	Evidence of transmittal to OSHA and MCAQMD and copy of plan filed with Planning Director
Complete performance of work plan	60 days from approval of plan by OSHA and MCAQMD	Copy of written approval from OSHA and MCAQMD to be filed with Planning Director. Written approval of completed work from OSHA and MCAQMD to be filed with Planning Director
Prepare plan for pre-development to include: 1. Detail of steps required for pre-development 2. List of design professionals and consultants retained 3. Schedule for completing steps 4. Description of financing for pre-development work	90 days from completion of Asbestos abatement	File with Planning Director 1. Written plan 2. Signed contracts with design professionals and consultants 3. Schedule for completion 4. Executed loan documents 5. Evidence of funding availability
Completion of pre-development work	180 days from submission of Work plan to Planning Director	Submission of completed application for permits required for rehabilitation

		work with required construction plans
Submit engineer's final estimate of construction cost, certified by responsible design professional	To be submitted with work plan	File engineer's estimate with Planning Director
Secure financing for construction and obtain (pay for and have issued) the building permit	90 days from submission of application for required permits	Executed financing documents, evidence of funding availability filed with Planning Director, permit issued
Completion of seismic retrofit	180 days from issuance of building permit	Structural work to seismically retrofit the building completed. Permit for work signed off by Building Official.
Completion of roofing to make watertight	180 days from issuance of building permit	Includes any roof framing, sheathing and all roofing installed. Observed and noted by the Building Official.
Completion of interior framing and installation of windows to make exterior watertight	210 days from issuance of building permit	Includes all framing repairs and changes to the floors, ceilings, walls, stairways and installing windows. Rough frame is signed off by the Building Official.
Completion of all rough electrical, mechanical and plumbing for the building.	365 days from issuance of building permit.	Building is ready for insulation and drywall. Rough electrical, mechanical and plumbing is signed off by the Building Official.
Completion of Drywall	1 year and 2 months from issuance of building permit.	Sheetrock and firewalls completed and signed off by the Building Official
Completion of the project	2 years from the issuance of the building permit.	Building permit is signed off and a Certificate of Occupancy is issued for all occupancies within the building.

ATTACHMENT 6

RECEIVERSHIP STEPS

1. CITY ISSUES ORDER OR NOTICE TO ABATE OR REPAIR BUILDING MAINTAINED IN VIOLATION OF CODE REQUIREMENTS AND/OR WHICH CONSTITUTES A PUBLIC NUISANCE. City issues order or notice to repair or abate a building maintained in violation of Building Code, any local ordinance regulating the condition of buildings and prohibiting public nuisances, where the conditions endanger health and safety of public. (Health and Safety Code ("HSC") §17980.6.)

2. IF OWNER FAILS TO COMPLY WITHIN A REASONABLE TIME, CITY CAN PETITION COURT TO APPOINT RECEIVER. If owner fails to comply within a reasonable time with the order or notice, among any other remedies provided by statute or common law, the City may petition the court for the appointment of a receiver. The City must file proof that notice of petition served not less than 3 days prior to filing petition on all persons with a recorded interest in the property. (HSC §17980.7.)

3. WITH THREE OR MORE DAYS NOTICE TO OWNER, COURT CONDUCTS HEARING ON WHETHER TO APPOINT RECEIVER AND SPECIFYING RECEIVER'S POWERS. At the hearing on appointing the receiver, the court:

a. shall consider whether the owner has been afforded a reasonable opportunity to correct the conditions cited in the notice;

b. If so, either party may suggest in writing one or more persons to appoint as a receiver (Cal. Rule of Court 3.1177), and the court shall appoint a receiver who has demonstrated to court his or her capacity and expertise to develop and supervise a viable financial and construction plan for the satisfactory rehabilitation of the building. The court may appoint a non-profit organization as a receiver which may apply for grants to assist in rehabilitation.

c. If court appoints receiver:

(1) owner enjoined from collecting rent, interfering with receiver in operation of building and encumbering and transferring property;

(2) receiver has following powers:

(a) take full and complete control of property;

(b) manage building and pay expenses of operation, including taxes, insurance, utilities, general maintenance and debt secured by interest in property; and

(c) to secure cost estimate and construction plan for licensed contractor for necessary repairs.

(d) to enter into contracts and employ a licensed contractor as necessary to correct conditions cited in notice.

(e) to collect rents and income from substandard building.

(f) to use rents and income to pay for cost of rehabilitation and repair determined by court as necessary to correct conditions.

(g) to borrow funds to pay for repairs necessary to correct conditions and with court approval to secure debt and other money owed to the receiver for services with a lien on the real property. Lien shall be recorded. (HSC §17980.7(c)(4)(G).) The lien, called a receiver's certificate, when recorded becomes a first lien on the property with priority over all

ATTACHMENT 6

other pre-existing liens securing loans on the property. (*Title Ins. & Trust Co. v. California Development Co.* (1915) 171 Cal. 227, 229.)

(h) to bring and defend law suits in his own name, as receiver; to take and keep possession of the property, to receive rents, collect debts, to compound for and compromise the same, to make transfers, and generally to do such acts respecting the property as the court may authorize.

(3) In addition to any reporting required by court, receiver shall prepare monthly reports to the City of:

- (a) rent payments received, if any;
- (b) nature and amount of contracts negotiated relative to operation or repair of property;
- (c) payments made toward repair;
- (d) progress of necessary repairs; and
- (e) other payments made.

4. UPON BEING APPOINTED AND TAKING POSSESSION OF PROPERTY, RECEIVER WILL DEVELOP A DEFINITIVE PLAN AND BUDGET TO REHABILITATE, INCLUDING PROPOSED FINANCING. Until he has possession and access, he cannot develop plans, a pro forma and other documents necessary to investigate the availability of financing.

5. IF UNABLE TO DEVISE A PLAN THAT WILL PAY FOR COSTS TO ABATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION OF PROPERTY FROM LOANS SECURED BY PROPERTY, RECEIVER CAN APPLY TO COURT FOR DISCHARGE OF RECEIVERSHIP.

6. IF RECEIVER ABLE TO DEVELOP PLAN TO REHABILITATE THE HOTEL, INCLUDING FINANCING, RECEIVER SUBMITS PLAN FOR COURT APPROVAL AT A NOTICED HEARING.

7. MECHANISM FOR FINANCING REHABILITATION. The certificates that the receiver will be authorized to issue, including the amount of the certificate and the items eligible for financing, will be subject to future court orders, following approval by the receiver. The amount disbursed under the certificates, along with interest, shall be immediately due and payable upon completion of the receiver's rehabilitation of the Property. If the debt is not satisfied (either by the property owner securing permanent secured financing or from some other source), the receiver or the holder of the certificates shall be authorized to apply to the court, on notice and hearing, to sell the Property free and clear of subordinate liens and encumbrances pursuant to Code of Civil Procedure section 568.5. Under the terms of the receiver certificate, the sale must be held as a publicly noticed auction in the same manner as a foreclosure sale under a judgment lien. (Code Civ. Proc., § 701.510 et seq.) Moreover, the holder(s) of the certificates would be permitted to credit bid at this sale. The proceeds of the sale generally will go first to pay the debt evidenced by the certificate, second to pay off subordinate debts, and third to the property owner. (See Code Civ. Proc., § 701.810.) The sale would be final when confirmed by the Court.

ATTACHMENT 6

8. UPON COMPLETION OF REHABILITATION AND REPAYMENT OF LOANS FINANCING WORK, RECEIVER APPLIES TO COURT TO DISCHARGE RECEIVERSHIP.

Dennis M. Cota
Derek P. Cole
Scott E. Huber
David A. Prentice
Daniel S. Roberts
Margaret Long
Jeremy B. Price
Carolyn J. Frank

William R. Galstan
Jason S. Epperson
Sean D. De Burgh
Jonathan E. Miller
Stephanie C. Ogren
Shilpa M. Girimaji

Scott E. Huber
shuber@cotalawfirm.com

REPLY TO:
☒ ROSEVILLE ☐ ONTARIO
☐ MADERA ☐ REDDING

March 6, 2014

David J. Rapport
Rapport and Marston
405 W. Perkins Way
Ukiah, CA 95482

Re: Appointment of Receivership for Property Located at 272 N. State Street, Ukiah,
CA 95482

Dear Mr. Rapport:

ABOUT OUR REPRESENTATION

Cota Cole LLP is pleased to represent your firm, and the City of Ukiah, in the above-captioned matter. Specifically, our representation will include initiating litigation for the appointment of a receivership over the property located at 272 N. State Street, Ukiah, California 95482. This letter constitutes our agreement setting forth the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, your name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct.

We have checked the following names against our client index: David J. Rapport, Rapport and Marston; City of Ukiah; Questex, Ltd; Eladia Laines-Ganulin; Thomas J. Vuyovich; Marty R. Ganulin; Peter Sal Fazio; Shari Anne Fazio; Henry Gardella; Headlands Press, Ltd.; and Mark Adams. Based on that check, we can represent the City of Ukiah's interests, through your firm, in the above-described litigation. Please review the list to see if any other persons or

{SEH/00030168. }



entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The billing rate for this matter will be billed at \$250 per hour for attorneys with six or more years of experience, \$225 per hour for attorneys with less than six years of experience, and \$135 per hour for paralegals. We will bill you monthly for all services provided. As we discussed, you and/or the City of Ukiah will pay all amounts billed up to \$20,000. After reaching that threshold, you and/or the City of Ukiah will pay all actual costs (such as court reporter fees, expert fees, copying charges, etc.) as well as \$100 per hour for all professional services charged. The balance of the professional services will be deferred and will not be due or payable until the termination of our firm's representation, or until termination of the receivership.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. You should consider this memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

FIRM STATUS

Cota Cole LLP is a partnership. Dennis M. Cota is the Managing Partner, and Derek P. Cole, Scott E. Huber, David A. Prentice, Daniel S. Roberts, Jeremy B. Price, Margaret Long, and Carolyn J. Frank are Partners. William R. Galstan, Jason S. Epperson, Sean D. De Burgh, Jonathan E. Miller, Stephanie C. Ogren, and Shilpa M. Girimaji are employees of the firm.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Cota Cole LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

We are pleased that you have selected Cota Cole LLP to represent you and appreciate the opportunity to assist in resolving this matter. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date, and return the original, by , we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

David J. Rapport
March 6, 2014
Page 4

Sincerely,

Scott E. Huber
COTA COLE LLP

SEH/ce
Enclosures

AGREED AND ACCEPTED:

By: _____

Dated: _____

DRAFT

COTA COLE LLP – BILLING POLICIES

Our two decades of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing, and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Limited Liability Partnership

Cota Cole LLP is a Limited Liability Partnership. Dennis M. Cota is the Managing Partner, Derek P. Cole, Scott E. Huber, David A. Prentice, Daniel S. Roberts, Jeremy B. Price, Margaret Long, and Carolyn J. Frank are Partners. William R. Galstan, Jason S. Epperson, Sean D. De Burgh, Jonathan E. Miller, Stephanie C. Ogren, and Shilpa M. Girimaji are attorneys employed by the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based, in substantial part, on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our rates for services are set forth in the retainer letter that accompanies these policies, but are customarily billed at rates from \$250 to \$400 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at the rate of \$150 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying

charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees and Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorneys' fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that the trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Cota Cole LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one and a half percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed upon in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

Law Offices Of

RAPPORT AND MARSTON

An Association of Sole Practitioners

405 W. Perkins Street
P.O. Box 488
Ukiah, California 95482
e-mail: drapport@pacbell.net

David J. Rapport
Lester J. Marston
Scott Johnson
Darcy Vaughn
Mary Jane Sheppard

(707) 462-6846
FAX 462-4235

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: David J. Rapport, City Attorney
DATE: January 14, 2015
SUBJECT: Mark Adams and California Receivership Group, LLC

The City Council asked for background information on the City Attorney's recommendation to seek the appointment of Mark S. Adams and the California Receivership Group, LLC in petitioning the court to establish a receivership for the Palace Hotel.

In September 2013 I was asked by a Councilmember to investigate the feasibility of using a receivership to rehabilitate the Palace Hotel. In response to that request I spent considerable time conducting internet searches for receivers who act as receivers in Health and Safety Code receiverships.

I found very few who sought appointment in Health and Safety Code receiverships. The vast majority of receivers, like California Receivership Services, www.calreceiver.com, seek appointment in receiverships used to enforce judgments, protect assets in business litigation, resolve disputes among co-owners of commercial property, partition businesses and real property among co-owners, enforce deed of trust foreclosures, protect assets in marital dissolutions, protect assets in fraudulent transfers, and in insolvency cases, including bankruptcies.

I found a few who specifically mentioned health and safety code receiverships and I placed calls to them, but I didn't keep track of them and did not receive a return call from those I contacted. I prepared an email request which I sent to the California Receivership Group. Before I had time to send the email to the other receivers I had called, Mark Adams responded by email and we arranged a conference call that same day. He sent me information on his professional qualifications and experience. He referred me to several law firms that specialize in Health and Safety Code receiverships, including Cota Cole, Jones & Mayer and Mathew Silver at Silver & Wright.

Memorandum to Mayor and Councilmembers
Subject: Receiver's qualifications
Date: January 13, 2015

Page 2

All three of the lawyers in these firms I consulted stated unequivocally that Mark Adams was the best and most experienced receiver specializing in Health and Safety Code receiverships in California.

Mr. Adams also agreed at his own expense to come to Ukiah from his office in Los Angeles, meet with the City Council in closed session and do a preliminary assessment of the Palace Hotel to determine whether he thought a receivership could be successful in rehabilitating the hotel. His evaluation was based on rehabilitating the hotel, not demolishing it. In fact, there has been no evaluation at this point of demolition, which may or may not be financially feasible. Just as with rehabilitation, there would have to be sufficient value, post-demolition, to justify a loan to cover the costs.

He has not stated unequivocally that a receivership will be successful in rehabilitating the hotel. Until a receiver has control of the property, it cannot be adequately evaluated. He did have a structural engineer examine the outside of the building and he consulted with a licensed contractor that he has used in other cases who he has a lot of confidence in. He consulted with local realtors to get information on property and rental values and developed some preliminary figures based on estimated cost and potential value after the building is rehabilitated. But until the building is thoroughly evaluated by competent professionals and adequate plans can be developed and presented to investors who loan money for these types of projects, he will not know if rehabilitation is possible.

If the City Council has questions about the Oroville Hotel project or the Saddleback Inn, I can answer those at the City Council meeting. In general, I will say that Mr. Adams developed a plan for the rehabilitation of the Oroville Hotel involving the California Lineman's College in Oroville which is being pursued by the City of Oroville after it acquired title to the property at a tax sale. (See attached news articles which make clear that the hotel is not involved in litigation and the rehabilitation is moving forward, based in part, on Mr. Adam's plan, through a Yuba City group of investors.) The Saddleback Inn was destroyed by a fire. There has been no suggestion that the fire resulted from any act or omission by Mr. Adams in performing as the receiver for the property.

Attached to this memorandum is Mr. Adam's resume which includes a list projects he has handled as a receiver.

Council says move forward on Oroville Inn

By MARY WESTON-Staff Writer

POSTED: 09/03/13, 12:00 AM PDT
0 COMMENTS

OROVILLE -- Oroville city staff will start negotiating an agreement with the Oroville Inn LLC., to rejuvenate the Oroville Inn inside and out.

The City Council on Tuesday directed staff to move forward with negotiations with the LLC, made up of three principals from Yuba City.

The council approved buying the historic hotel at 2066 Bird St. in 2012 for delinquent taxes of \$173,661, according to a June 14, 2012, article in the Oroville Mercury-Register.

The city also paid off a \$330,000 lien against the building for a receivership bond. The city had placed the property in receivership in 2010.

The money to buy the building came from the city's contingency fund.

Recently, the city advertised for proposals to take over and rehabilitate the 42,000-square-foot building built in the late 1920s.

The Yuba City group submitted the only formal proposal for the project, although a local group of investors expressed an interest. The Oroville Inn LLC proposed completely rehabilitating the old hotel and locating a Cambridge Junior College on the ground floor.

Don Rust, city director of planning and development services, said the group submitted a proposal indicating financial ability to carry out the project.

In addition, they rehabilitated a historical building in downtown Woodland that was built in about the same era as the inn, he said.

The group has already chosen Duane Thompson as the architect for the project. Rust said Thompson worked on many of the historic buildings that have been rejuvenated in Woodland.

The development group has the expertise and experience in developing projects in rural communities and historic restoration with sensitivity and care that is required in the rehabilitation of historically significant properties, according to the proposal.

"This staff report is to get some direction on the Oroville Inn," Rust said Tuesday night.

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Some audience members spoke, saying they supported the inn being rejuvenated in the right way, but not with affordable housing units or ways that contributed to the same problems with the building in the past.

Local historian Jim Lenhoff encouraged councilors to take the renovation seriously.

The building was completed and dedicated in 1930, and designed by a notable architect of that time, Lenhoff said.

Lenhoff, with the help of others and the Butte County Historical Society, got the building listed on an historical preservation list 30 years ago and championed its preservation and restoration.

Bud Tracy, of Tracy Realty, supported a renovation, but cautioned the council to ensure the developers had the money and expertise to carry the project through.

Tracy said parking for students at the proposed school should be addressed, and councilors should ensure the classroom sizes are large enough to accommodate students at the junior college.

One of the LLC principals, Jamie McLeod, attended the meeting. McLeod would also be the project manager on the renovation.

The private vocational college would hold morning and evening classes, he said, potentially bringing 250 students downtown on weekdays. However, only about 150 students would attend during one session.

The renovation would include commercial spaces on the first floor and apartments on the top floor, but the specific plan is still being developed.

McLeod said they haven't determined what type of housing would be best at this point.

Still, McLeod assured councilors the group wanted the best possible scenario for the housing and would have on-site management.

The three principals in the group include McLeod, Dan Flores and Karm Bains, all of Yuba City.

Flores is a commercial real estate broker and president of the Cambridge Junior College.

McLeod said the principals are well-aware of the classroom size needs.

In Woodland and Yuba City, the vocational school has focused on health care, but the needs in the Oroville area would determine the classes offered, McLeod said.

Councilman Gordon Andoe asked the developers to have a public hearing on the renovation before plans are finalized.

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Councilman Al Simpson said he cast the lone vote against buying the Oroville Inn, but he hoped city staff would prove him wrong.

The final plans would come back to the council for approval.

POSTED: 10/22/14, 12:00 AM PDT

0 COMMENTS

OROVILLE >> It didn't take much to see beyond the peeling paint, broken glass and dusty tiles of the Oroville Inn to get a sense of the city's bustling past.

Stepping inside the historic former hotel on a cool, rainy Monday, the 85-year-old building was surprisingly warm and inviting.

It only took imagination to envision the inn's tiled hallway buffed and shining, and its hand-turned wood molding polished and gleaming.

Hints of what may have been and what the Oroville Inn could be again became evident Monday as longtime realtor Bud Tracy led this newspaper on an exclusive tour of the entire building.

It's empty now, but Tracy is working on a plan to restore the inn and fill it again with people.

He'll get his chance. On Tuesday, the City Council approved a resolution accepting Tracy's offer to buy the building.

The Oroville Inn was completed in 1930 and stands five stories high on Bird and Downer streets. Now listed on the National Historic Registry, it was once a hotel with 95 guest rooms. It was later remodeled and the rooms converted to 65 apartment units, some with one bedroom and others with two.

On Bird Street, visitors enter through a tall wrought iron gateway that is mostly covered with vines where hummingbirds have built their nests.

A single-story building on the right, facing Downer Street, once housed a pharmacy. Tracy hopes to turn it into a museum one day.

In the past, a fountain stood in the courtyard beside the low structure, but it is long gone and the area is now used for parking.

"Horse carriages would come through here," along with old-model cars; Tracy noted.

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Across the courtyard stands another single-story building that was added on. It blocks three tall bay windows that grace the original foyer to the grand ballroom. Tracy said he doesn't know when it was added on, but he plans to tear it down.

Touring the inn itself is like taking a trip through time. The entire hallway flooring consists of old terra-cotta tiles. Tracy said that at one time the tiles were polished to a high, glossy sheen. Though none showed cracks or breaks, the tiles looked dull under layers of dust and grime.

Wrought-iron chandeliers still hang over the lobbies with light fixtures, and a railing of wooden spindles stretches across the mezzanine floor, which overlooks the lobby and a view of the entrance.

On one end of the main lobby is a bank of mailboxes, an elevator that Tracy hopes will be fixed, and an old fireplace decorated with carved cherubs. Carved owls adorn the tops of columns throughout the building.

One might have expected the old inn to smell musty from water damage and sitting empty for the last few years, but the scent was faint and disappeared.

A well-remembered feature of the Oroville Inn is the grand ballroom on the ground floor. Located behind pairs of French doors, it once hummed with music, laughter and dancing. The ballroom is the most visibly damaged and in the worst shape, with buckled, warped wood flooring, missing chandeliers and holes in the plaster ceiling. Tracy said he's not sure the original floor can be fixed.

"A few years ago I came in here and the floor was quite salvageable," he said, shaking his head.

The heart of the building is downstairs in what Tracy calls "the dungeon." Narrow wood stairs lead to the basement, which houses the original kitchen, a communications room, a giant "squirrel cage" swamp cooler and assorted big machinery. He plans to use the huge, antique iceboxes that still fill the kitchen area.

Dark and cobwebby, the basement evidently housed the building's major functions. Tracy pointed out that when the building was remodeled in 1986, asbestos was removed and contractors installed new wiring.

He also emphasized the building is strong and withstood an earthquake with no apparent damage.

"The structural for the building is outstanding," said Tracy with a look of awe. "I went through the building with the city building officials, and after looking at it they waived the structural tests. It's an absolutely stable structural system."

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One of the problems over the last few years has been vandalism, evident throughout the building. In the area Tracey referred to as the "residential towers," vandals used red paint to write words and other graffiti on walls, stair railings and windows.

Most of the upstairs doors are gone, exposing roomy quarters with big windows and high ceilings. Tracy said the doors were kicked in a few years ago by former residents who resisted moving out and were "at war" with city officials and police.

Carpet still covers the upstairs hallways, worn and stained in some places from pigeon droppings, broken plaster, broken glass and water damage. The floors in the rooms are dull, bare wood that doesn't creak. Some ceilings need fixing. Also, most fixtures were removed when the building was in receivership. Small kitchenettes remain in some apartments and a few old bathtubs still look useable.

As the tour wound down, it was clear the Oroville Inn has a lot of potential, but the restoration will be expensive and labor intensive. Saving the building will cost an estimated \$400,000 to \$500,000. Rehabilitating the interior is estimated at about \$1.5 million and restoring the original commercial spaces on the ground floor will be another \$1 million, Tracy said.

Despite the cost and work ahead, Tracy isn't daunted. He said it's what he's been doing for 43 years, and he loves it.

He also explained he's embarking on the project because Oroville Inn is an iconic building, which makes it a magnet to revitalizing downtown Oroville.

"I figure if anything is going to make the downtown go, this is it," Tracy said.

Contact reporter Barbara Arrigoni at 533-3136.

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RECEIVERSHIP EXPERIENCE

Appointed by 49 different Superior Court judges and 1 United States District Court judge in 11 different counties as health and safety receiver on 94 different dilapidated properties, including apartment buildings, single family dwellings and various "pack rat" properties and a 267 pad migrant farmworker mobilehome park housing over 3,000 people near Thermal CA. Nominated as receiver by attorneys for Los Angeles County, Alhambra, San Fernando, Westminster, West Covina, Rolling Hills Estates, La Habra, Rancho Cucamonga, Upland, Costa Mesa, Highland, Palos Verdes Estates, Crescent City, Rancho Palos Verdes, Buena Park, Norco, Santa Clarita, Fullerton, Rialto, Chula Vista, Whittier, Hawthorne, Eureka, Oroville, Glendale, Santa Ana (on nomination of the Orange County District Attorney and in a separate case by the City Attorney), Brea, Anaheim, Arroyo Grande, Gardena, Palm Desert, Needles, San Juan Capistrano, Mariposa County, Fontana, Newport Beach, Pomona, Dana Point, Davis, Cathedral City, Desert Hot Springs, Los Banos, La Mirada, Mammoth Lakes, Thousand Oaks, Vista, Ridgecrest, El Centro, Merced, Tustin, Paradise, Stockton and Newark.

Considered to be the most experienced health and safety receiver working in California. Innovative approach includes arranging first of its kind receivership certificate financing, hiring contractors and cleanup crews, arranging for the hauling away of 1,100 tons (2.4 million pounds) of debris from one 5 acre site (including \$170,000 in recycling revenue), property management ranging from a single family residence to a 60 unit slum housing apartment building. Arranged relocation assistance for tenants, cleaned out an apartment building overrun by a drug dealer and a prostitute, recovered \$120,000 on behalf of a 75 year old previous owner from mortgage fraud perpetrator.

PROFESSIONAL EXPERIENCE

PRESIDENT, CALIFORNIA RECEIVERSHIP GROUP, LLC 1999-2014

Specialize in real estate, real estate finance and litigation for appointment of slum housing receivers under Health and Safety Code Section 17980.7, see above.

**PRINCIPAL, CIVITAS HOUSING CO.
SENIOR V.P., DE MIRANDA MANAGEMENT
1997-1999**

Responsible for affordable housing management activities for a professional property management firm which managed 4,400 apartment units in the Los Angeles metropolitan area. Worked with various clients in arranging bank financing for real estate projects.

Co-founded and helped administer the Blue Ribbon Citizens Committee on Slum Housing, the catalyst for the City of Los Angeles' substantially expanded slum housing inspection program.

**SOUTHERN CALIFORNIA HOUSING DEVELOPMENT
CORPORATION
DIRECTOR, LOS ANGELES DIVISION
1995-1998**

Managed Los Angeles operations for this nonprofit housing developer.

**FANNIE MAE
DIRECTOR OF PUBLIC AFFAIRS
1992-1995**

Responsible for congressional relations in the 9 western States.

**ATTORNEY/CONSULTANT
1988-1992**

Corporate and housing finance work for clients such as the California Housing Finance Agency and Great Western Bank.

**CALLIE MAE, INC.
PRESIDENT
1982-1987**

Founded and managed a mortgage banking company which sold over \$500 million in home mortgage loans to California public pension funds and other institutional investors.

**GOVERNOR'S OFFICE OF PLANNING
AND RESEARCH
CONSULTANT
1978-1981**

Worked in the policy development arm of the Governor's office.

**BALL, HUNT, HART, BROWN AND BAERWITZ
ATTORNEY
1976-1978**

Associate in the litigation department.

EDUCATION

J.D., 1975 GEORGETOWN UNIVERSITY LAW CENTER

B.A., 1972, LOYOLA MARYMOUNT UNIVERSITY



ITEM NO.: 12a

MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DISPOSITION AGREEMENT WITH PETALUMA ECUMENICAL PROPERTIES, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, FOR A LOW AND MODERATE INCOME SENIOR HOUSING DEVELOPMENT ON THE FORMER UKIAH REDEVELOPMENT AGENCY'S CLEVELAND LANE PROPERTY AND AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND THE GRACE HUDSON MUSEUM ENDOWMENT FUND.

Summary: A 42-unit, low and moderate-income senior housing project is proposed on a blighted site on Cleveland Avenue. The project would be situated on five consecutive parcels currently owned by the City of Ukiah and immediately adjacent to the Grace Hudson Museum and Sun House.

Since 2009, City Staff has been working to locate a suitable developer for these parcels. Though ideally located near shopping, medical facilities, and public transportation, this site is also sensitive due to its proximity to a National Historic Landmark. Therefore, particular care has been given to the search for a partner in this project.

In 2013, City Staff began discussions with Petaluma Ecumenical Properties (PEP), a California Nonprofit Public Benefit Corporation that has developed and managed sixteen other low and moderate-income senior properties over the past 36 years. PEP is widely recognized for its eco-friendly development standards and distinctive amenities and is unique among affordable housing developers in that they focus exclusively on senior housing.

With Council's approval of an Exclusive Negotiating Agreement in 2014, Staff and PEP have been working through the predevelopment stages of this project and now have a draft Disposition Agreement for consideration.

Background: Prior to dissolution, the former Ukiah Redevelopment Agency (URA) was required under California Redevelopment Law to use 20% of the tax increment to increase, improve, and preserve the

Continued on Page 2

Recommended Action(s): Authorize the City Manager to negotiate and execute the draft Disposition Agreement with Petaluma Ecumenical Properties, a California nonprofit public benefit corporations, for a low and moderate senior housing development on the former Ukiah redevelopment agency's Cleveland lane property and negotiate and execute an amended Memorandum of Understanding between the Grace Hudson Museum Endowment Fund and the City of Ukiah.

Alternative Council Option(s): Do not approve and provide direction to staff.

Citizens advised: Sun House Guild and Grace Hudson Museum Endowment Members

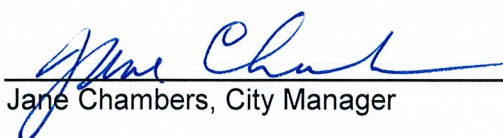
Requested by: Petaluma Ecumenical Properties

Prepared by: Sage Sangiacomo, Assistant City Manager and Shannon Riley, Project and Grant Administrator

Coordinated with: Jane Chambers, City Manager and David Rapport, City Attorney

Attachments: 1. Proposed Draft Disposition Agreement
2. Proposed Amended Memorandum of Understanding between the Grace Hudson Museum Endowment Fund and the City of Ukiah

Approved: _____


Jane Chambers, City Manager

community's supply of affordable housing. In March 2008, the URA began discussions regarding the Low and Moderate Housing Reserve as it neared the statutory excess surplus threshold. In particular, staff suggested identifying property potentially suitable for acquisition and development for affordable housing. Acquisition of land was a tool for redevelopment agencies to facilitate desired development in that an agency controls where and how development takes place. Specifically, the URA would be able to control many aspects of development including location, density, target populations/income levels, amount of open space, building design, etc.

Furthermore, acquisition of property for low and moderate housing projects has been identified as a major obstacle given that suitable property and funding are not usually available at the same time. This often results in less than suitable property being acquired and developed.

In June 2009, the URA successfully purchased three private parcels on Cleveland Lane and Main Street adjacent to the Grace Hudson Museum. At the onset of this planned purchase, the URA indicated a desire to assemble these parcels with the already owned City property to create a sizeable land bank of undeveloped property in the downtown region for an infill, low and moderate senior housing development.

In 2011, two additional parcels, owned by the Grace Hudson Museum Endowment Fund, were sold to the Ukiah Redevelopment Agency with certain conditions. Specifically, language in the memorandum of understanding states, "In developing Parcels 15 and 29 for low income housing, the Agency shall assure that the site plan and development provides a shared access to Cleveland Lane from the Museum parking area and that the Guild is a participant in the development of said plans."

Since redevelopment dissolution, the five parcels have been transferred to the City of Ukiah as the Housing Entity to the former Redevelopment Agency. The property must be used for the benefit of developing low and moderate housing and the City continues to identify a senior housing development as the top priority for the site.

At the February 19, 2014 City Council Meeting, the Council approved an exclusive negotiating agreement (ENA) with Petaluma Ecumenical Properties (PEP), a California Nonprofit Public Benefit Corporation, for a potential 42-unit low and moderate senior housing development on the former Ukiah Redevelopment Agency's Cleveland Lane property. PEP specializes in low and moderate senior housing development and management. PEP has an extensive portfolio of senior housing projects throughout the North Bay. Detailed information regarding PEP can be explored on their website at <http://www.pephousing.org/>.

Since February 2014, PEP has been working to determine project feasibility with City staff and, due to the proximity to the Grace Hudson Museum and Sun House, Museum stakeholders. The tasks and goals outlined in the ENA have been completed; City Staff, PEP staff, and Museum stakeholders have participated in the review of the draft Disposition Agreement. Under the proposed agreement, the property would be sold for \$1 to PEP as part of the necessary financing for the project.

Discussion:

Given the complexity of undertaking low and moderate-income developments in a post redevelopment environment, Staff believes the agreement with PEP presents the best opportunity to achieve the City's senior housing development objective for the property. The draft Disposition Agreement includes language that, among other things:

- preserves the property for affordable housing
- ensures the ongoing maintenance of the property
- allows for the no-cost exchange of facility use between PEP and the City of Ukiah
- stipulates that PEP will construct a public pathway between the project and the Museum, to be granted to the City upon completion, and
- provides a utility easement to the City of Ukiah.

Because of the proximity to the Grace Hudson Museum property and the 2011 MOU resulting from the property transfer, PEP has been actively engaged with Museum stakeholders, who are officially in support of the project. Of particular importance is the compatibility and continuity between the proposed project and the \$3 million nature education project ("Grace Hudson Cultural Center") on the Museum grounds, currently underway. Therefore, PEP has hired the same landscape architect responsible for the Museum project; that professional is working simultaneously with both parties.

The 2011 MOU between the Grace Hudson Museum Endowment Fund and the City of Ukiah outlined certain conditions relating to access to Cleveland Lane. Originally, the intention was to preserve vehicular access for parking and tour bus accessibility. While event parking remains a concern for Museum stakeholders, recent discussions have focused on alternatives to Cleveland Lane; it is agreed that the benefits of the proposed project outweigh the need for possible future access on this side of the property. As a result, the Endowment and Guild boards for the Museum have recommended amending the MOU to reflect this agreement.

On January 8th, PEP presented preliminary plans to the Design Review Board and received enthusiastic support for the project. If the Council approves the recommended action, the project will move forward for Planning Commission and City Council consideration.

PEP is working to meet nearing deadlines for the application for tax credits, an important financing tool for affordable housing projects. Staff is working with PEP on financing options and additional consideration of development fee waivers may be necessary if this and other affordable housing developments are to move forward given the loss of redevelopment funding. Therefore, Staff recommends the authorization for the City Manager to negotiate and execute the Disposition Agreement with PEP and the amended MOU between the Grace Hudson Museum Endowment Fund and the City of Ukiah.

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

DISPOSITION AGREEMENT

This Disposition Agreement (the “**Agreement**”), is entered into as of January __, 2015 (“Effective Date”) by and between the City of Ukiah, a municipal corporation (the “**City**”), and Petaluma Ecumenical Properties, a California nonprofit public benefit corporation (“PEP” or the “**Developer**”) with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms defined in Article 1. The parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The City is the fee owner of certain unimproved real property located in the City, as more particularly described in the legal description in Exhibit A attached hereto (the “Site”). The City selected Developer to be the developer of the Site. The parcels are designated with the following APNs: 002-281-015; 002-281-018; 002-281-024; 002-28-028; and 002-28-030.

C. The City desires to convey the Site to Developer, together with rights, privileges, easements, servitudes and appurtenances thereto (the “**Property**” as further defined in Article 1) for development of approximately 42 dwelling units for lease to qualifying low income seniors, including one manager’s unit and community space consisting of a kitchen, meeting area and a property manager’s office, and pedestrian trail shared with neighboring Museum property (collectively, the “**Improvements**”, and together with the Property, the “**Project**”).

D. The attached Exhibit B is a conceptual site plan for development of the Site (the “**Conceptual Site Plan**”) showing the general design and layout of the Project on the Site, and also showing the general location and boundaries of the Property.

E. To facilitate the development of the Project, as reflected in this Agreement, the City has agreed to sell the Property to Developer as described in Article 2 below. As a condition of the sale, Developer and the City will enter into a regulatory agreement (the “City Regulatory Agreement”) that will restrict one hundred percent (100%) of the units (except the manager’s unit) to low income seniors earning no more than sixty percent (60%) of area median income.

F. The Developer intends to finance the remainder of the costs of development from certain loans, grants and investor capital contributions. In connection with such financing, the Developer will form a limited partnership (the “Partnership”) that has Developer or its affiliate as the managing general partner. Upon or before the transfer of the Property to the Developer in accordance with this Agreement, the Developer intends to assign all of its rights, title, interest and obligations under this Agreement and its accompanying exhibits to the Partnership.

G. The City has determined that the Developer has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement and that this Agreement is in the best interests of the City.

NOW, THEREFORE, the City and the Developer agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement.

- (a) “Actually known to the City” or “actual knowledge” means information possessed by a City officer or employee which has been reduced to writing and retained as a permanent record of the City.
- (b) “**City Council**” means the governing body of the City.
- (c) “**City Grant Deed**” means the grant deed of the Property to the Developer, substantially in the form of Exhibit D.
- (d) “**City Regulatory Agreement**” means the Regulatory Agreement and Declaration of Restrictive Covenants, substantially in the form of Exhibit C, to be recorded against the Project pursuant to Section 4.3, which shall impose income limitations on the residential units in the Project.
- (e) “**City**” means the City of Ukiah.
- (f) “**Construction Plans**” means all construction documentation upon which the Developer and the Developer’s contractors shall rely in building each and every part of the Project (including landscaping, parking, and common areas) and a time schedule for construction.
- (g) “**Developer**” means Petaluma Ecumenical Projects, and its successors and assigns as permitted by this Agreement.
- (h) “**Escrow**” means the escrow established with the Escrow Company for the purpose of conveying the Property from the City to the Developer.
- (i) “**Escrow Company**” means Redwood Empire Title Company.
- (j) “**Event of Default**” has the meaning set forth in Section 6.3 or 6.4 as applicable.
- (k) “**Hazardous Materials**” means:
 - (i) any “hazardous substance” as defined in Section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act 1980 (“CERCLA”) (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code at such time;
 - (ii) any “hazardous waste,” “infectious waste” or “hazardous material” as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time;

(iii) any other waste, substance or material designated or regulated in any way as “toxic” or “hazardous” in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1521 et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000 (f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 3900 et seq.), or California Water Code (Section 1300 et seq.) at such time; and

(iv) any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Project.

The term “Hazardous Materials” shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential property or associated buildings and grounds, or typically used in household activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Project, including, but not limited to, alcoholic beverages, aspirin, and tobacco products.

(l) “**Hazardous Materials Laws**” means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Project or any portion thereof.

(m) “**Improvements**” has the meaning in Recital C.

(n) “**Management Agent**” means Petaluma Ecumenical Projects or other management agent retained by Developer and approved by the City in accordance with the provisions of Section 5.14 to manage the Improvements.

(o) “**Outside Date**” means December 31, 2021.

(p) “**Partnership**” means the limited partnership formed to own the Project that will have Developer or its affiliate, as approved by the City Manager or his/her designee, as the managing general partner.

(q) “**Project**” has the meaning given in Recital C.

(r) “**Property**” means the real property to be transferred to and developed by the Developer pursuant to this Agreement.

(s) “**Site**” has the meaning defined in Recital B.

(t) “**Term**” means the term of this Agreement, which shall consist of the period commencing on the date of execution of this Agreement and continuing until the Outside Date.

(u) “**Title Company**” means Redwood Empire Title Company.

- (v) **“Transfer”** has the meaning set forth in Section 7.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated in the Agreement:

Exhibit A:	Legal Description of the Site
Exhibit B:	Conceptual Site Plan
Exhibit C:	Form of City Regulatory Agreement
Exhibit D:	Form of Grant Deed
Exhibit E:	Public Utilities Easement
Exhibit F:	Facilities Exchange Agreement

ARTICLE 2 PREDISPOSITION REQUIREMENTS

Section 2.1 Conditions Precedent to Disposition of Property. The requirements set forth in this Article 2 are conditions precedent to the City’s obligations to convey the Property to the Developer. Except as such date may be extended pursuant to Section 10.3, the City’s obligation to convey the Property to the Developer shall be subject to the satisfaction of all such conditions precedent prior to the Outside Date, unless a later date is mutually agreed upon by the City’s City Manager and the Developer. Additional conditions precedent to the City’s obligation to convey the Property are set forth in Sections 3.4 and 3.5.

Section 2.2 Right of Entry to Perform Studies.

(a) Compliance with the California Environmental Quality Act (“CEQA”). At Developer’s expense, the City has certified the appropriate environmental review documents required by CEQA and the certification has become final and not subject to judicial review. No provision of this Agreement shall be deemed to limit in any way the exercise of the City’s discretion in reviewing and certifying environmental documents or in exercising its authority to adopt or amend zoning ordinances, land use and subdivision approvals or other exercises of its local police powers. The Developer shall execute and comply with the City’s standard agreement requiring the Developer to indemnify and defend the City in any action to review, set aside or annul decisions made by the City to comply with CEQA or other land use or subdivision approvals made by the City in connection with the Developer’s pursuit of the Project.

(b) Temporary Right of Entry. The City hereby grants a right of entry to the Property to the Developer for the sole purposes of performing a land survey, and conducting soils and other testing which require access to the Property (the **“Temporary Right of Entry”**). The Developer agrees at all times to keep the Property free and clear of all liens, encumbrances, and clouds upon title that could result from the exercise of the Temporary Right of Entry.

(c) Indemnity. Without limiting the generality of the indemnification set forth in Section 10.7, and subject to the division of liability between the Developer set forth in the last sentence of this subsection (c), the Developer agrees to indemnify, defend, and hold the City harmless against all claims, including but not limited to mechanics liens and personal or property damage, arising from the entry of the Developer or its agents, employees, contractors or subcontractors onto the Property, or created as a result of the exercise of this Temporary Right of

Entry. The Developer further agrees that all survey and testing work performed pursuant to this Temporary Right of Entry shall be made at the Developer's sole cost. If Developer fails to purchase the Property from the City and this Agreement is terminated, Developer shall restore the Property to the condition it was in before the Developer performed any soils or other testing pursuant to Section 2.2(a).

ARTICLE 3 DISPOSITION OF PROPERTY

Section 3.1 Sale and Purchase of Property. Provided the pre-disposition requirements set forth in Article 2, and the additional closing conditions set forth in Section 3.4 and Article 4 have been satisfied, the City shall sell the Property to the Developer and the Developer shall purchase the Property from the City, pursuant to the terms, covenants, and conditions of this Agreement.

Section 3.2 Purchase Price. The purchase price for the Property shall be One Dollar (\$1).

Section 3.3 Opening Escrow. To accomplish the purchase and sale of the Property from the City to the Developer, the parties shall establish the Escrow with the Escrow Company. The parties shall execute and deliver all written instructions to the Escrow Company to accomplish the terms hereof, which instructions shall be consistent with this Agreement.

Section 3.4 Close of Escrow for the Property. Escrow for the conveyance of the Property shall close on a date mutually acceptable to the parties, prior to the Outside Date. The City shall convey the Property to the Developer by executing and delivering the City Grant Deed to the Developer, substantially in the form of Exhibit D.

In addition to the conditions precedent to conveyance set forth in Article 2, the following conditions shall be satisfied prior to or concurrently with, and as conditions of, conveyance of the Property by the City to the Developer:

(a) The Developer shall provide the City with certified copies of corporate authorizing resolutions authorizing the purchase of the Property.

(b) The Developer shall have furnished the City with evidence of the insurance coverage meeting the general insurance requirements set forth in Section 6.8.

(c) The City Regulatory Agreement shall have been recorded against the Property, as a lien subject only to the exceptions authorized by this Agreement.

(d) The Developer shall have provided documentation to the City that Developer has commitments for all loans needed to construct the Project and a reservation of low income housing credits from the California Tax Credit Allocation Committee.

(e) There shall exist no condition, event or act which would constitute a material breach or default under this Agreement or which, upon the giving of notice or the passage of time, or both, would constitute such a material breach or default.

(f) All representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the close of Escrow.

Section 3.5 Condition of Title.

(a) Upon the close of Escrow on the Property, the Developer or its permitted assignee hereunder shall have insurable fee title to the Property which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

- (i) applicable building and zoning laws and regulations;
 - (ii) the provisions of this Agreement;
 - (iii) the provisions of the City Regulatory Agreement;
 - (iv) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the City Grant Deed;
 - (v) a public utility easement as described in the attached Exhibit E;
- and

(vi) conditions, covenants, restrictions or easements shown as exceptions in the preliminary title reports for the Property approved by the Developer, which approval shall not be unreasonably withheld.

Section 3.6 Condition of Property.

(a) The City hereby represents and warrants that without any obligation to investigate and without having undertaken any such investigation, it has no actual knowledge, that any release of hazardous substances has come to be located on or beneath the Property.

(b) The City and the Developer understand and agree that the Property shall be accepted "as is" by the Developer and that the City shall in no way be responsible for demolition, site preparation or any other removal or replacement of improvements thereon. The Developer agrees to accept conveyance of the Property in its present condition "as is" and without representation or warranty from the City except as set forth in subsection (a) above, with respect to the condition of the Property including, but not limited to, the condition of the soil, presence of hazardous materials or contaminants, and all other physical characteristics. The Developer has performed and relies solely upon its own independent investigation concerning the physical condition of the Property or compliance of the Property with any statutes, ordinances, rules or regulations.

(c) If after conveyance of the Property, the conditions of the Property are not in all respects entirely suitable for the use or uses to which the Property will be put as described in this Agreement, then it is the sole responsibility and obligation of the Developer to correct any soil conditions, correct any subsurface condition, correct any structural condition, demolish any improvements and otherwise put the Property in a condition suitable for the Project to be constructed pursuant to this Agreement. The Developer hereby waives any right to seek reimbursement or indemnification from the City of the Developer costs related to correction of

any physical conditions on the Property except to the extent such costs are related to hazardous materials conditions actually known to the City but not disclosed pursuant to subsection (a) above.

Section 3.7 Costs of Escrow and Closing. Ad valorem taxes, if any, shall be prorated as of the date of conveyance. All costs of closing the conveyance of the Property, including but not limited to, the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company and Escrow Company shall be paid by the Developer.

ARTICLE 4 PREDEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS

Section 4.1 Merger of Parcels. No later than the date set forth in the Development Schedule, the Developer, in cooperation with the City, shall apply for and exercise good faith efforts to merge the various parcels into a single legal parcel.

Section 4.2 Final Development Plans. The Developer has applied for approval by the City of the development plans for the Project (the approved development plans shall be referred to as the “**Final Development Plans**”). Developer shall provide a copy of the Final Development Plans to the City.

Section 4.3 Other Governmental Approvals. Promptly following City approval of the Final Development Plans, the Developer shall apply for and exercise diligent good faith efforts to obtain all other governmental approvals, including but not limited to a rezoning or general plan amendment for the main project, any applicable use or site development and building permits, necessary for development and operation of the Project. A decision by the City’s Planning Commission approving a site development permit for the Project shall be deemed appealed pursuant to Ukiah City Code (UCC) Section 1203 to the City Council which have the authority provided in UCC §9266 to affirm, reverse, revise or modify the appealed decision of the Planning Commission.

Section 4.4 Construction Pursuant to Laws. The Developer shall cause all work performed in connection with the Project to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies, including, if applicable, the prevailing wage provisions set forth in Section 5.11. Each element of the work shall proceed only after procurement of each permit, license, or other authorization that may be required for such element by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Project.

Section 4.5 Equal Opportunity. During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin or ancestry in the hiring, firing, promoting or demoting of any person engaged in the construction work.

Section 4.6 Prevailing Wages. As material consideration to the City for entering into this Agreement, Developer agrees that, to the extent state law requires prevailing wages to be paid on the Project, Developer's construction contract with its general contractor for the initial Improvements and any replacement improvements or any material alterations or new construction on the Premises shall require the general contractor (and all subcontractors) to pay the then general prevailing rate of per diem wages, in the locality where said work is being performed, as ascertained by the California Department of Industrial Relations for each craft, classification or type of worker employed to perform the work.

Section 4.7 Developer Fee. Developer shall be entitled to a developer fee in an amount not exceeding the maximum amount allowed by California Tax Credit Allocation Committee.

Section 4.8 Management Agreement. Developer is hereby approved as the initial Management Agent for the Project. Upon request, Developer shall provide the City with a copy of the management agreement.

ARTICLE 5 ONGOING DEVELOPER OBLIGATIONS

Section 5.1 Applicability. The conditions and obligations set forth in this Article 6 shall apply after conveyance of the Property to the Developer throughout the Term, unless a shorter period of applicability is specified for a particular condition or obligation.

Section 5.2 Use. The Developer hereby agrees that, for the entire Term, the Project will be used only for residential use consistent with the City Regulatory Agreement and the Final Development Plans.

Section 5.3 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

(a) Basic Requirement. The Developer covenants by and for itself, its successors and assigns that, except with respect to leasing of any portion of the Improvements to seniors or other groups as described in this Agreement or the City Regulatory Agreement, there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin, ancestry or disability in the sale, lease, sublease transfer, use, occupancy, tenure or enjoyment of the Project nor shall the Developer or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Project. The foregoing covenant shall run with the land.

Notwithstanding any provision of this Agreement to the contrary, with respect to familial status, Section 6.6(a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code and shall not be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the California Civil Code relating to housing for senior citizens.

(b) Provisions In Conveyance Documents. All deeds, leases or contracts made or entered into by the Developer, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(i) In Deeds:

“Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

(ii) In Leases:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

(iii) In Contracts:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin or ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

Section 5.4 Hazardous Materials.

(a) Certain Covenants and Agreements. The Developer hereby covenants and agrees that:

(i) The Developer shall not knowingly permit the Project or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Project.

(ii) The Developer shall keep and maintain the Project and each portion thereof in compliance with, and shall not cause or permit the Project or any portion thereof to be in violation of, any Hazardous Materials Laws.

(iii) Upon receiving actual knowledge of the same, the Developer shall immediately advise the City in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Project pursuant to any applicable Hazardous Materials Laws; (B) any and all claims made or threatened by any third party against the Developer or the Project relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as “**Hazardous Materials Claims**”); (C) the presence of any Hazardous Materials in, on or under the Project; or (D) the Developer discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as “borderzone property” under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Project under any Hazardous Materials Laws. The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorney’s fees in connection therewith paid by the Developer.

(iv) Without the City’s prior written consent, which shall not be unreasonably withheld, and which the City shall promptly grant or deny, the Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Project (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 7.4, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City), the City, its City Council members, officers, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, the fees and expenses of attorneys, experts, consultants or investigators), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer or its employees, agents, contractors or subcontractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Project; (2) the presence in, on or under the Project of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Project occurring from and after Developer’s acquisition of the Property; or (3) any activity

carried on or undertaken on or off the Project, prior or subsequent to the conveyance of the Property to the Developer, and whether by the Developer or any employees, agents, contractors or subcontractors of the Developer, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Project; provided, however, that the indemnification for activities undertaken off the Project shall only apply to activities undertaken by the Developer or its employees, agents, contractors or subcontractors. The foregoing indemnity shall further apply to any residual contamination on or under the Project, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws.

(c) No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under subsection (b) above, are in no way limited or otherwise affected by any information the City may have concerning the Project and/or the presence within the Project of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations, unless such information was actually known to the City at the time of execution of this Agreement and/or the time of the close of escrow for the conveyance of the Property to the Developer but not disclosed pursuant to Section 3.6(a).

Section 5.5 Insurance Requirements.

(a) Required Coverage. The Developer and its successors and assigns to the Property pursuant to this Agreement shall maintain and keep in force, at the Developer (or its successors') sole cost and expense, the following insurance applicable to the Project:

(i) Worker's Compensation insurance, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident, to the extent required by law, which must be increased if required by California Workers' Compensation Laws.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broad Form Property Damage, Products and Completed Operations (this requirement may be satisfied by Comprehensive General Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and umbrella coverage providing the remaining One Million Dollars (\$1,000,000) of coverage).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as; provided, however, that if the Developer do not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required and the parties to this Agreement shall initial this provision signifying same.

(iv) After completion of construction, property insurance covering the Project covering all risks of loss (other than earthquake), including flood (if required), for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as Loss Payees, as its interest may appear.

(v) During construction of the Improvements, Builder's Risk insurance in an amount required by the Construction Lender.

(vi) Insurance policy limits shall be subject to an increase, whenever the CPI increases by more than 10% over the base year or over the year of the most recent adjustment in the policy limit. "CPI" means the Consumer Price Index For San Francisco-Oakland-San Jose, CA, All Items (base year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics. "Base year" means the first full year after the Effective Date. "Year of the most recent adjustment" means the year in which the policy limit was most recently increased based on the CPI. The CPI in any year shall be the average monthly CPI for that year.

(b) Contractor's Insurance. The Developer shall cause any general contractor or agent working on the Improvements under direct contract with the Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, and shall require that such insurance shall meet all of the general requirements of subsection (c) below. Subcontractors working on the Project under indirect contract with the Developer shall be required to maintain the insurance described in subsections (a)(i), (a)(ii) and (a)(iii) above, except that the Comprehensive General Liability insurance limits shall not be less than One Million Dollars (\$1,000,000) each occurrence combined single limit. Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City, the City Council, and their officers, agents, and employees.

(c) General Requirements. The required insurance shall be provided under an occurrence form, and the Developer shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies shall be endorsed to name as additional insureds the City and its City Council members, officers, agents, and employees.

All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City pursuant to Section 7.1.

(d) Certificates of Insurance. Upon the City's request at any time during the term of this Agreement, the Developer shall provide certificates of insurance and policy endorsements or complete insurance policies, in form and with insurers reasonably acceptable to the City, evidencing compliance with the requirements of this Section.

Section 5.6 Collaboration by Developer and the City.

(a) Developer shall exchange the use of certain facilities with the City of Ukiah for the mutual benefit of both parties, as set forth in Exhibit F.

(b) Developer will construct the Improvements in proper condition for their intended purposes, including a pedestrian trail that is shared with the Museum property; parcels APN 002-281-026 and 002-281-029. The trail will be designed in collaboration with the Museum to incorporate similar pathway materials, plant materials, and overall design presentation. The design and proposed development of the trail will be approved by City as noted in section 4.2. After construction, the pedestrian trail will be dedicated to City, which will be responsible for the maintenance and repair of the pedestrian trail.

ARTICLE 6
DEFAULT AND REMEDIES

Section 6.1 General Applicability. The provisions of this Article 6 shall govern the parties' remedies for breach or failure of this Agreement.

Section 6.2 No Fault of Parties. The following events constitute a basis for a party to terminate this Agreement without the fault of the other:

(a) The Developer, despite good faith and diligent efforts, is unable to satisfy all of the conditions precedent to the City's obligation to convey the Property to the Developer, set forth in Article 2 or if Developer determines in its sole discretion that (i) the Property is not suitable for the development of the Project or (ii) it will be unable to obtain the financing and/or land-use approvals needed to construct the Project, by not later than the Outside Date or such later date mutually agreed upon by the City and the Developer; or

(b) The City, despite good faith and diligent efforts, is unable to convey the Property to the Developer, and the Developer is otherwise entitled to such conveyance.

Upon the happening of any of the above-described events, and at the election of any party, this Agreement may be terminated by written notice to the other party. After termination, neither party shall have any rights against nor liability to the other party under this Agreement, except that the indemnification provisions of Sections 2.2(c), 5.4)(b) and 7.4 shall survive such termination and remain in full force and effect.

Section 6.3 Fault of City. The following events each constitute an Event of Default by the City and a basis for the Developer to take action against the City:

(a) The City, without good cause, fails to convey the Property to the Developer within the time and in the manner set forth in Article 3, and the Developer is otherwise entitled by this Agreement to such conveyance; or

(b) The City breaches any other material provision of this Agreement.

Upon the happening of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City sixty (60) days from receipt

of such notice to cure or, if cure cannot be accomplished within sixty (60) days, to commence to cure such breach, failure, or act. In the event the City does not then so cure within said sixty (60) days, or if the breach or failure is of such a nature that it cannot be cured within sixty (60) days, the City fails to commence to cure within such sixty (60) days and thereafter diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days, then the Developer shall be afforded all rights and remedies available at law or in equity.

Section 6.4 Fault of the Developer. Except as to events constituting a basis for termination under Section 6.2, and provided further that the City has satisfied its obligations hereunder with respect to conveying title to the Property and exercising its power to give consents and approvals as reasonably requested, the following events in subsections (a) through (d) below, shall each constitute an Event of Default by the Developer and a basis for the City to take action against the Developer:

- (a) The Developer fails to exercise good faith and diligent efforts to satisfy one or more of the conditions precedent to the City's obligation to convey the Property to the Developer; or
- (b) The Developer refuses to accept conveyance from the City of the Property; or
- (c) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City; or
- (d) Developer is in material breach of any other provision of this Agreement; or
- (e) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for either of the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer. The occurrence of any of the Events of Default in this subsection shall act to accelerate automatically, without the need for any action by the City, except as required under subsection (f) below.

(f) Remedies. Upon the happening of any of the above-described events, the City shall first notify the Developer in writing of its purported breach, failure or act above described, giving the Developer sixty (60) days from receipt of such notice to cure, or, if cure cannot be accomplished within said sixty (60) days, to commence to cure such breach, failure, or act. In the event the Developer fails to cure within said sixty (60) days, or if such breach is of a nature that it cannot be cured within sixty (60) days, the Developer fails to commence to cure within said sixty (60) days and diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days, then, the City shall be afforded all of the rights and remedies available under law or in equity.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Notices, Demands and Communications. Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched in writing and (a) addressed as follows and (b) delivered in one of the following ways, and shall be deemed to have been delivered or received (i) five (5) days after the date when deposited in the United States registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or (ii) when personally delivered, (iii) when sent by fax, provided receipt was promptly confirmed in writing by another means of notice allowed in this Section 7.1, or (iv) one business day after the date deposited with the courier when sent by personal delivery by a nationally recognized courier service (e.g., Federal Express) for next day delivery. The current addresses and telecopy numbers of the City and the Developer are as follows:

City:

City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482
Fax 707-463-6204
Attn: _____

Developer:

Petaluma Ecumenical Properties

Petaluma, CA _____
Attn: Executive Director

When the Agreement is transferred to a Partnership pursuant to Section 7.14, then the City shall send to the limited partner of the Partnership a copy of all notices of default and all other notices that City sends to Developer and/or the Partnership, at the address provided by any such limited partner. The City shall accept a cure by such limited partner as a cure by the Developer and/or the Partnership.

Section 7.2 Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 7.3 Forced Delay. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due directly or indirectly to war; insurrection; strikes or other labor unrest; lock-outs;

riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); unseasonable weather or soils conditions which, in the opinion of the Developer's contractors, will necessitate delays; acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the City) despite the diligent and good faith efforts of the party claiming the delay; or any other causes (other than the Developer's inability to obtain financing for the Project) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within thirty (30) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) days of the date the notice is deemed received under Section 7.1.

Section 7.4 General Indemnification. The Developer agrees to indemnify, protect, hold harmless and defend (by counsel acceptable to the City) the City, the City Council members, and their officers and employees, from all suits, actions, claims, causes of action, costs (including attorney's fees), demands, judgments and liens arising out of the Developer's performance or non-performance under any of the City Regulatory Agreement or this Agreement, or any other agreement executed pursuant to the City Regulatory Agreement, except as caused by the City's willful misconduct or gross negligence.

Section 7.5 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 7.6 No Brokers. All parties represent to the other parties that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

Section 7.7 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto except that there shall be no Transfer of any interest by any of the parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 7.8 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the City and the Developer as partners, co-venturers, or principal and agent with one another.

Section 7.9 Warranties. The City expresses no warranty or representation to the Developer as to fitness or condition of the Property the subject of this Agreement for the building or construction to be conducted thereon.

Section 7.10 Representations and Warranties.

(a) The City hereby covenants and warrants that it has full right, power and authority to enter into this Agreement and to carry out all actions on its part contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of the City and no consent, authorization or approval of the City Council or any board, commission or person is necessary in connection with such execution and delivery or to carry out all actions on the City's part contemplated by this Agreement, except as have been obtained and are in full force and effect or are not required to be obtained until a later date; that the person executing this Agreement on behalf of the City has full corporate authority to do so; and that this Agreement constitutes the valid, binding and enforceable obligation of the City.

(b) The Developer hereby covenants and warrants: that the Developer is a duly authorized and existing California nonprofit public benefit corporation; that the Developer is and shall remain in good standing and qualified to do business in the State of California; that the Developer has full right, power and authority to enter into this Agreement and to carry out all actions on its part contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of the Developer and no consent, authorization or approval of any person is necessary in connection with such execution and delivery or to carry out all actions on the Developer's part contemplated by this Agreement, except as have been obtained and are in full force and effect or are not required to be obtained until a later date; that the person executing this Agreement on behalf of the Developer has full corporate authority to do so; and that this Agreement constitutes the valid, binding and enforceable obligation of the Developer.

Section 7.11 Complete Understanding of the Parties. This Agreement may be executed in one or more duplicate originals, each of which shall be deemed to be an original. This Agreement and the attached exhibits constitute the entire understanding and agreement of the parties with respect to the matters set forth in this Agreement. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

Section 7.12 Conflict With City Regulatory Agreement. In the event of a conflict between the terms of this Agreement and the City Regulatory Agreement, the terms of this Agreement shall control to the extent of such conflict.

Section 7.14 Assignment. Developer shall be permitted to assign its interest in this Agreement to any limited partnership in which Developer or its affiliate is the managing general partner.

IN WITNESS WHEREOF, the City, and the Developer have executed this Agreement in triplicate on or as of the date first above written.

DEVELOPER:

Petaluma Ecumenical Properties, a California nonprofit
public benefit corporation

By: _____

Print Name: _____

Title: _____

CITY OF UKIAH, a municipal corporation

By: _____

Print Name: _____

Title : _____

A
Legal Description of the Site

DRAFT

EXHIBIT B
Conceptual Site Plan

DRAFT

EXHIBIT C
Form of City Regulatory Agreement

DRAFT

EXHIBIT D
Form of City Grant Deed

DRAFT

EXHIBIT E
Public Utilities Easement

DRAFT

EXHIBIT F

Facilities Exchange Agreement

The City of Ukiah offers a variety of classes and programs, often held in the on-site community room. The Development will also include a community room with various programs and activities. Therefore, it is in the mutual interest of both Parties and subject to the terms and conditions as further stated herein, to exchange the use of certain facilities owned and maintained by them to support the recreation programs they each organize and conduct.

Each Party shall have the use of the facilities without charge, except that each Party may charge the other a facilities maintenance fee, if the time and expense to clean and prepare the facility for reuse exceeds a reasonable amount normally expected from routine use of the facility. As to each facility the Parties shall agree to leave the facility clean and each Party is to have performed general maintenance reasonably expected of the Party using the facility pursuant to this Agreement and the amount reasonably expected of the owner of the facility. Any bill under this subparagraph for a facilities maintenance fee shall itemize the time, hourly rates and expenses included in the bill. Each Party using the facility of the other shall pay all costs associated with repairing any damage to the facility caused by that use, normal wear and tear excepted. If either Party discovers such damage, it shall immediately notify the other and arrange a joint inspection of the damage. Each Party shall provide written notice to the other party of the name and contact information for the staff member who will participate in the joint inspection.

Any Party's use of the other Party's facilities under this Agreement shall not interfere with the normal use of the facility by the owner. Each Party shall have first priority for the use of the other Party's facility, after the facility owner or any third party user who has been previously scheduled. The Parties shall work cooperatively to schedule the use of such facilities under this Agreement to avoid unnecessary inconvenience to each other and third party facility users (i.e. community groups, private rentals, club/team activities, and sport groups). The Developer and City shall provide reasonable notice of their intended use of the facilities to each other.

Each Party shall exercise due care in providing adequate and legally required supervision of its use of facilities under this Agreement. With respect to all facilities the use and supervision of the activity shall comply with any requirements imposed by state law or local regulation or policy. The facility owner shall complete a use of facility document and provide the Party using the facility with a contact person and phone number who can be reached at any time while the facility is being used. All use of facility documents must be signed by an authorized representative.

Developer and the City shall also collaborate on senior programs to be offered at the Project.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING BETWEEN
GRACE HUDSON MUSEUM ENDOWMENT FUND,
INC. AND CITY OF UKIAH, AND UKIAH
REDEVELOPMENT AGENCY**

This agreement amends the Memorandum of Understanding between Grace Hudson Museum Endowment Fund, Inc. ("Fund") and City of Ukiah ("City"), and the former Ukiah Redevelopment Agency ("Agency") dated February 16, 2011 ("MOU"). The parties to this Amendment to the MOU are the Fund and the City, acting both in its capacity as a party to the MOU and as the Successor to the Agency pursuant to Health and Safety Code Section 34176. This is the first amendment to the MOU and is entered in Ukiah, California, on February ____, 2015. Except as expressly amended by this agreement, the MOU is not changed and remains in full force and effect between the Parties, as it read on February 16, 2011.

Section 1.b. in Section 1 is amended to read as follows:

- 1.b. The Fund shall invest the funds using prudent investment practices with the primary goal to preserve principal and with the secondary goal of earning a reasonable rate of return. The principal may be used to acquire vehicular access to Clay Street and/or Cleveland Lane from the Museum property or for other Museum-related projects or needs as determined appropriate by the Fund. The investment returns may be used to support the Museum. The Fund shall replenish the account from other revenues available to the Fund for any withdrawals from the account which do not comply with this subparagraph 1.b.

Section 2. is amended to read as follows:

2. In developing Parcels 15 and 29 and other adjacent property on Cleveland Lane owned by the City (collectively, "the Property") for low income housing, the City shall assure that the Sun House Guild and the Fund have the opportunity to participate and advise the City on ways to make the site plan and use of the Property compatible with the Museum facility and function. If the City purchases contiguous property not already owned by the City as of the date of this amendment, the City shall work with the Guild and Endowment Fund to develop shared vehicular access to Cleveland Lane and/or Clay Street from the Museum property.

IN WITNESS WHEREOF, the Fund, City and the Agency have executed this Agreement as of the day and year first above written.

Grace Hudson Endowment Fund

By: _____

Name: _____

Title: _____

Approved as to form:

David Rapport
City Attorney

City of Ukiah/House Entity

By: _____
Name: Jane Chambers
Title: City Manager



ITEM NO.: 12b
MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: APPROVE THE PURCHASE OF 2.8 ACRES WITH A 15,800 SQ. FT. BUILDING LOCATED AT 1350 HASTINGS RD., UKIAH, CA FOR THE ELECTRIC UTILITY DEPARTMENT (\$1,200,000.00); AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS CONTINGENT ON SATISFACTORY ENVIRONMENTAL CLEARANCE. (EUD)

Background and Discussion: On June 18, 2014, the Ukiah City Council approved the purchase of 2.8 acres with a 15,800 sq. ft. building located at 1350 Hasting Rd., Ukiah, CA for the Electric Utility Department. The Department intends to use the property as an Electric Service Center for training, material warehousing and construction preparation (staging).

The Electric Utility commissioned a commercial appraiser, Dutton Appraisal Office, to assist with evaluating the property's value. The appraisal report valued the property at \$1,185,000.00.

Under the direction of the City Council, City staff successfully negotiated a purchase agreement in the amount of \$1,200,000.00 (\$100,000 less than asking). The funding for the acquisition will be from the Electric Utility Fund Balance.

Electric Department will be securing various professional services to complete needed studies including Environmental Phase I and II, site survey and evaluation of the building's structure, foundation and roofs.

A CEQA exemption for the 1350 Hastings Road project has been determined and is included as an attachment. Notice of exemption was filed on September 11, 2014 at the Mendocino County Clerk-Recorder's office on September 11, 2014.

Upon purchase, the Electric Service Center will undergo various improvements. The improvements will include upgrades associated with lighting, storage racking systems, office/conference training space, outside fencing, equipment shelters and paving. A Master Plan will be developed and reviewed with Council prior to beginning work.

Fiscal Impact:

☐ Budgeted FY 14/15 ☐ New Appropriation ☒ Not Applicable ☐ Budget Amendment Required

Amount Budgeted Source of Funds (title and #) Account Number Addit. Appropriation Requested
\$

Recommended Action(s): Authorize the City Manager to execute all necessary purchase documents contingent on satisfactory environmental clearance.

Alternative Council Option(s):

Citizens advised:

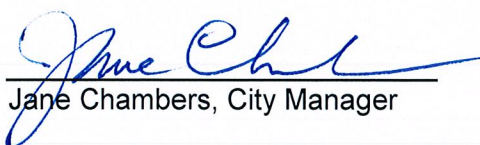
Requested by: Mel Grandi, Electric Utility Director

Prepared by: Diann Lucchetti, Electric Utility Program Coordinator

Coordinated with: Jane Chambers, City Manager, Sage Sangiacomo, Assistant City Manager

Attachments:

Approved: _____


Jane Chambers, City Manager



ITEM NO.: 12c

MEETING DATE: January 21, 2015

AGENDA SUMMARY REPORT

SUBJECT: CONTINUATION OF CONSIDERATION OF PROPOSAL FOR GOAL SETTING FOR FY 2015/2016 BUDGET PREPARATION.

Background: At the meeting of January 7, 2015, Council considered a proposal for facilitation of goal setting for the FY 2015/16 budget process. The Council requested staff to report on the status of current budget goals prior to any further discussion about a goal setting process.

In November 2013, the City Council adopted financial policies, which are located at the beginning of the budget document. The financial policies call for a focus on developing and budgeting for significant goals. In addition, the policies include establishing realistic time frames for achieving those goals. The facilitation process proposed at the January 7, 2015 meeting was a means of accomplishing these steps, and would have provided for establishment of the budget calendar as well. Review of the goals remains a necessary first step in development of the FY 2015/16 budget.

Staff has prepared the attached status update from the current FY 2014/15 budget. In addition, a listing of capital projects from the 2014/15 budget is included. At the last Council meeting, staff referred to the Mid-Year budget update. The Mid-Year budget update is a customary financial practice, and occurs prior to beginning work on the next year's budget. Mid-year financial reports require significant work effort on the part of city staff, and are accomplished under the direction and oversight of the Finance Director. Barring any significant interruptions from other pressing financial issues, the Finance Director will bring a mid-year report to Council on February 18, 2015.

Discussion: After the City Council has had an opportunity to review the material presented herein, the City Manager and Finance Director will prepare a budget calendar for the FY 2015/16 year. The budget calendar will be presented and adopted by the City Council at a future meeting. This calendar will include goal setting for the FY 2015/16 year.

The City Manager and Finance Director will be prepared to answer any questions the City Council has regarding the enclosed material as part of the discussion of this item.

FISCAL IMPACT:			
Budgeted Amount in Current FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required
			Yes ☐ No ☐

RECOMMENDED ACTION(S): Discuss and Receive Report

ALTERNATIVES:

Citizens advised:

Requested by:

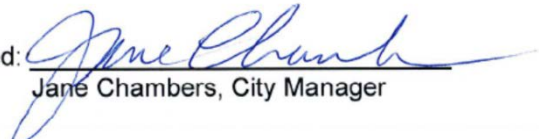
Prepared by: City Manager Jane A. Chambers and Finance Director Karen Scalabrini

Coordinated with:

Attachments: Budget Performance Goals and Objectives for FY 2014/15 and Capital Project List

COUNCIL ACTION DATE: _____ : ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Approved: 
Jane Chambers, City Manager



CITY COUNCIL BUDGET Fiscal Year 2014-15

10010000

CITY COUNCIL

The City Council serves as the elected legislative and policy-making body of the City of Ukiah, enacting all laws and directing any actions necessary to provide for the general welfare of the community through appropriate programs, services, and activities. The City Council reviews and adopts the operating budget, holds public hearings, and receives feedback from the public. The City Council authorizes contracts, purchases, and sales of City property, approves agreements with other governmental agencies, and appoints members to City commissions, boards, and committees. In addition, the City Council serves as the Successor Agency (former Redevelopment Agency) Board.

Five Strategic Statements adopted by the City Council:

The City of Ukiah:

- **Maintains the historic downtown as a regional center of civic and economic activity**
- **Promotes valley wide planning based on sound principals**
- **Develops a prioritized plan for maintaining and improving public infrastructure**
- **Creates a responsive and effective workplace environment, Council and staff together**
- **Facilitates creation, retention, and expansion of local jobs, local businesses, and new business development for a vibrant city and regional economy**



CITY MANAGER BUDGET Fiscal Year 2014-15

10012100

CITY MANAGER:

Appointed by the City Council to serve as the City's chief administrative officer, the City Manager is responsible for setting goals and providing administrative direction for all City departments in accordance with the policies established by the City Council. The overall departmental objective is to carry out the policies established by the City Council, in an effort to maintain and improve the quality of life in Ukiah.

The City Manager's Office Budget includes Economic Development, the Successor Agency (former Redevelopment Agency), General Government Buildings, Visit Ukiah, in addition to Administrative Support and Community Outreach.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Established new methods, including use of the City's improved Web site, social media, utility billing, and recreation guide to present the City's financial story, and factual information related to City projects and issues.
- City Clerk and Manager worked together to identify and purchase an electronic based system for records management. Work has begun on the process of cleaning and re-organizing files.
- Established accountability for timely performance reports on annual basis with Department Heads.
- Completed negotiations with all labor units for on-going 5% compensation reductions.
- Achieved a Two Year Interim Agreement with Ukiah Fire District for Fire Services based on a regional model.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Engage on a monthly basis with city employees through a series of brown bag lunches hosted by the City Manager at various locations throughout the organization. *Process has not yet begun, work eclipsed by time devoted to lawsuits and other pressing issues.*
- Continue oversight of use of new financial systems, assuring that system is fully implemented and utilized throughout the organization. *Working closely with Director of Finance, Annual Audit was completed on timely basis for 2013/14 fiscal year, and first CAFER will be available by mid-February.*
- Continue work with City Clerk to fully implement electronic data base and records system. *City Manager and Clerk time devoted to other work loads.*



ADMINISTRATIVE SUPPORT BUDGET Fiscal Year 2014-15

10012200

Administrative Support

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

General administrative support expenses for the operation of the City.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Provided substitute administrative support services for various departments as needed.
- Continued to maintain lease agreements for central copy machines.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue to utilize low cost, part-time, seasonal staff to provide substitute administrative support as needed.
Ongoing.
- Maintain the reliability of the central copy machines and mail room equipment.
Ongoing; Currently in the final stage of the bid process to replace all leased copy machines; Implementation of new lease is expected by the end of February 2015.

SIGNIFICANT CHANGES:

- No significant changes to the budget.



CITY CLERK BUDGET Fiscal Year 2014-15

10011100

CITY CLERK:

The Office of the City Clerk is a service area within the municipal government upon which the City Council, all City departments and the general public rely on for information regarding the operations and legislative history of the City. The impartial office respectfully serves as the liaison between citizens and the municipal government and keeps them informed of the actions of the City government. The City Clerk also serves as the only administrative support for the City Manager and Assistant City Manager.

The City Clerk is an appointed official who serves as Clerk to the City Council and Successor Agency. The City Clerk's Office also conducts all municipal elections, both scheduled and special. The City Clerk is charged with maintaining all official records; keeping complete and accurate records of all City Council, Successor Agency, and other related proceedings; maintaining the Municipal Code; filing Campaign Statements and Statements of Economic Interests, as required by the Fair Political Practices Commission (FPPC) and municipal law; publishing all ordinances adopted by the City Council; advertising notices of hearings, bid openings, and other legal notices; and administering the Records Management Program and maintaining a comprehensive annual historical collection of records and documents.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Supplementary restructuring of City Clerk files, forms, databases and systems.
- Researched, purchased, and began implementation of physical file management system.
- Established contract database and implemented numbering and cross-tracking system for agreements, resolutions and ordinances within official minutes.
- Updated and expanded database for Boards, Commissions, and Committees
- Purged large volume of old files, creating space in archive storage.
- Helped to facilitate the placement of a new Councilmember.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Fully implement new physical file management system – **Done.**
- Complete scanning and entering of electronic files – **Partially done; heavy workload has prevented further accomplishment for this large task (i.e. entering data and scanning all documents in city files.)**
- Purge and archive files from central file location – **Partially done; on-going.**
- Streamline process for filling Boards, Commission, and Committee vacancies – **Done.**
- Aid in facilitating November election – **Done.**
- Improve online public accessibility for records and documents – **partially done; this goal is dependent on the second bulleted goal to be complete.**
- Initiate detailed desk manual and cross-training for City Clerk duties – **in process.**



FINANCE DEPARTMENT ACCOUNTING DIVISION BUDGET Fiscal Year 2014-15

10013400

ACCOUNTING DIVISION:

The Accounting Division of the Finance Department includes the functions of Accounting, Payroll and Accounts Payable. These core financial functions support the finances of the entire City; payroll is run every other week and Accounts Payable produces disbursements every week. This division is also responsible for the compilation of the annual audit and support for the development of the City's budget. The financial transactions of the City are tracked and recorded, in accordance with Generally Accepted Accounting Principles (GAAP).

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued training of Accounts Payable and Accounting Assistant staff.
- Successfully transmitted W-2's and 1099's through Munis.
- Hired a new Finance Director.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Review and refine processes and procedures. [Ongoing](#)
- Cross train Payroll. [85% complete, staff has started cross training and is almost ready to complete a payroll cycle without assistance.](#)
- Work on loading Vendor Self-Service. [Tabled until other Munis implementations are complete.](#)

SIGNIFICANT CHANGES:

- Continue to support City staff in accessing and reviewing financial information. This support has allowed departments to review account balances and review paid invoices.



MISCELLANEOUS GENERAL GOVERNMENT BUDGET Fiscal Year 2014-15

10012400

Miscellaneous General Government

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

General and allocated support expenses for General Fund functions including miscellaneous contractual services, membership fees, purchasing charges, rental of facilities, billing/collection charges, and property tax administration fees.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Obtained an approved Remedial Action Plan for the environmental cleanup of the Leslie Street property from the Regional Water Quality Control Board (RWQCB).
- Completed the acquisition of 37 acres of open space along Gibson Creek in the Western Hills donated by Dave Hull and Ric Pifferro.
- Maintained memberships and utilized services of the League of California Cities and International City/County Management Association (ICMA).

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Implement the Remedial Action Plan for the environmental cleanup and closeout of the Leslie Street property. Remedial action plan was approved by the Regional Water Quality Control Board. Staff is currently evaluating an implementation strategy given the adjacent development at Perkins Street Depot Property.
- Continue to support the Council's efforts to negotiate a Master Tax Sharing Agreement with the County of Mendocino. Ongoing Ad-hoc meetings between City and County. In the process of validating sales tax forecasting methodology.

SIGNIFICANT CHANGES:

- No significant changes to the budget.



HUMAN RESOURCES/RISK MANAGEMENT BUDGET

Fiscal Year 2013-14

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15

- Continuous Human Resources and Risk Management support to all City employees and departments, including but not limited to employee relations, benefits, personnel recruitments, workers compensation claims administration, employee training, personnel budgeting, labor relations, liability insurance tracking, and processing of liability claims. The duties listed occur on a daily/ongoing basis within the Human Resources/Risk Management Department. To date we have conducted 19 personnel recruitments resulting in 12 internal promotional opportunities and 7 new hires; ongoing recruitments include Police Officer, Principal/Senior Planner, and Power Engineer; administration of 14 new workers' compensation claims, and 13 ongoing claims; successful investigation/rejection of 13 liability claims against the City; Supervisory training on various topics; coordination with REMIF's new safety consultant for implementation of a 12-month safety training schedule is underway; Citywide personnel budget maintenance and response to confidential labor relations issues are on an ongoing, as-needed basis.
- Completion of a comprehensive revision/update of City of Ukiah Employee Manual for compliance with current laws. Legal review and proposed edits received from labor law firm on existing policies; New Social Media policy has been drafted in preparation for review by Administration and bargaining units prior to finalization; Working with REMIF's new safety consultant to review existing safety policies and procedures for OSHA compliance and consistency across departments.
- Continued roll-out of MUNIS HR/Payroll module to include Employee Self-Service, Applicant Tracking, and Performance Evaluation components. In process of creating electronic employee files by scanning all new employee orientation forms and current employee documentation and driver records into the MUNIS system.

SIGNIFICANT CHANGES:

- Re-classification of Management Analyst to "Senior Management Analyst" based upon addition of regular budgeting and MUNIS administration responsibilities and increased analyst responsibilities to the City Manager.
- New annual subscription to "Liebert Library", which includes on-line access to public sector labor and employment training and reference materials produced by Liebert Cassidy Whitmore labor firm.



VISIT UKIAH BUDGET Fiscal Year 2014-15

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue to evolve the Visit Ukiah brand to ensure relevancy and effectiveness.
Continue to work with the Visit Ukiah Task Force to identify promotional opportunities and develop programs. Success of the program continues with increases in the transient occupancy tax and occupancy rates.
- Design and purchase Visit Ukiah branded merchandise for sale through the Visitor Center and other retail outlets.
Ongoing process, Working with the Task Force to evaluate opportunities.
- Continue to increase awareness of Visit Ukiah brand, both locally and in target markets through marketing, press releases, and word of mouth.
Continue with advertising campaign in Sunset and Via Magazine. Continue to extend brand on social media platforms utilizing Facebook and website.
- Continue to develop the resources at the Visitor Center by networking with other visitor centers and local hospitality-related businesses.
Ongoing; Participated in Taste Mendocino and Sunset Celebration; Scheduled for the Bay Area Wedding Fair in January 2015; and Collaborating with Visit Mendocino on regional opportunities.

SIGNIFICANT CHANGES:

- No significant budget changes; Visit Ukiah is completely funded with transient occupancy tax (50% of the funds raised through Measure X as approved by the voters).



BUSINESS, ECONOMIC, GRANT AND HOUSING SERVICES BUDGET Fiscal Year 2014-15

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Develop and implement a plan for restaurant garbage storage and collection in the downtown area.
The team has had preliminary discussions with the Waste Hauler and a few stakeholders. Additional planning and evaluation is needed.
- Host an annual business development resource forum in collaboration with other economic development entities.
Tentatively scheduled for the Spring of 2015.
- Promote industrial development by demonstrating the competitive advantages of the local business climate and collaborating with the County.
Have begun assembling material and data for the purpose of recruiting industrial business. Completed an economic development resource summary pamphlet and "Doing Business in Downtown Ukiah" pamphlet.
- Continue to facilitate the development of the Costco project.
In-process. Property disposition agreement is in the approval process; February court date for EIR litigation.
- Continue to facilitate the development of the traffic improvements in and around the Redwood Business Park.
In-process. Continue to work with Caltrans, City Engineering and City Planning to refine the project.
- Develop and implement an improved parking plan for the downtown area.
We are evaluating the recommendations of the existing parking study to determine relevancy with the changed downtown business climate.
- Facilitate the implementation of the Downtown Streetscape Improvement Program.
The project has been postponed to 2016. In advance of the project, we have assembled an outreach committee comprised of business and community leaders to assist with disseminating information to stakeholders and seeking input as the project develops.
- Continue to create, update, and make available via the website resource documents to facilitate business development.
Ongoing. First release of information was included with the new City website.
- Collaborate with the real estate community by attending real estate caravans and providing important updates and resources related to development.
Ongoing. Participated in a Fall 2014 caravan and will participate in the Spring/Summer 2015. Continue to partner with Main Street Program on a monthly Economic Development Meeting with other stakeholders and leaders.
- Continue to seek grant funding to facilitate economic development in the Ukiah area.
Continue to implement HOME and CDBG grants including the funding assistance of a new start up restaurant anticipated to create 20 plus jobs and assisted first time home buyers.



SUCCESSOR AGENCY BUDGET Fiscal Year 2014-15

10017200

Ukiah Successor Agency

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

To help facilitate the winding down process at the local level, Successor Agencies, have been established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. Each Successor Agency has an oversight board that supervises its work. The oversight board is comprised of representatives of the local agencies that serve the redevelopment project area: the city, county, special districts, and K-14 educational agencies. Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project area.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Completed the corresponding recognized obligation payment schedules.
- Submitted the Long Range Property Management Plan and began disposition of related property.
- Completed the site visit audit with the State Controller's Office.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Complete the corresponding recognized obligation payment schedules.
Completed the Recognized Obligation Payment Schedule for January 2015 – June 2015 and in process of completing the ROPS for July 2015 – December 2015.
- Complete the Long Range Property Management Plan and begin disposition of related property.
Completed the Amended Long Range Property Management Plan and received the Department of Finance approval on December 30, 2014.
- Continue the implementation of the Long Range Property Management Plan.
Ongoing; First disposition of property (Costco) will go to the Oversight Board on January 28, 2015.

SIGNIFICANT CHANGES:

- No significant changes; administrative funding for the Successor Agency is provided for in the Dissolution Act from the tax increment of the former Redevelopment Agency.



COMMUNITY OUTREACH/PUBLIC INFORMATION SERVICES BUDGET

Fiscal Year 2014-15

10018000

Community Outreach/Public Information Services

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

Outreach and public information activities for the City including printing, noticing, webpage maintenance, Council Chamber broadcasting, youth scholarship program, and support for City sponsored community events.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Published notices in the Ukiah Daily Journal and distributed community information flyers in the Public Utility Bills.
- Provided funding for need-based recreation programming scholarships for youth.
- Launched a newly enhanced website for the City.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Publish a public information piece on the City's budget and operations.
To be considered with the FY 15-16 Budget process.
- Continue to enhance the City's website to expand access to services and information.
Primary deployment of the new website is complete. Enhancements and information updates are ongoing.
- Continue to expand support for the youth scholarship program to leverage supplemental funding sources.
Ongoing sponsorship outreach; Staff is also preparing a Request for Proposal for the creation of a nonprofit "Friends of Parks & Recreation" to support program and funding needs.

SIGNIFICANT CHANGES:

- No significant changes to the budget.



PARKS BUDGET Fiscal Year 2014-15

10022100

Parks Department

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

The City of Ukiah Parks Department consists of 16 parks, Ukiah Municipal Swimming Pools, 5 sporting areas, 5 tennis courts, and also provides maintenance for 9 parking lots, the city sub stations, Successor Agency properties, former Redevelopment housing properties, the Civic Center, Ukiah Railroad Depot property, Ukiah trails system, and School Street planters. The department also provides staffing support for Sundays in the Park, Family Fun in the Sun, Ukiah Country PumpkinFest, and other community events.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Maintained all properties with limited resources.
- Replaced solar heating system for the pool facility.
- Rehabilitated a safety warning track to the outfield of Anton Stadium, reducing turf and water use.
- Acquired a grant for replacement of the walkways and barbeque areas at Vinewood and Oak Manor Parks.
- Replaced areas of lawn with mulch allowing reduced water use, improved tree health and recycling of yard debris.
- Maintained/adjusted sprinkler systems at various locations for improved water efficiency.
- Replaced and added numerous trees and plants throughout the parks system.
- Repaired a portion of the rock wall at Todd Grove Park.
- Completed small capital improvements to the Ukiah Sports Complex facility as accomplished each year by making the amenities more appealing to its guests in conjunction with the Recreation Department.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue to remove turf irrigation from around trees and mulch with recycled tree grindings.
Ongoing; Staff has also started to remove asphalt from areas impacting trees and replaced with mulch and boulders.
- Continue replanting of trees and plants in all parks as necessary.
Ongoing.
- Repave the walkways and barbeque area at Oak Manor Park (Grant Project).
Grant funds have been awarded. Request for Proposal for design services is under development.
- Repave the walkways and basketball court at Vinewood Park (Grant Project).
Grant funds were not awarded. Staff will proceed with an overlay of the basketball court.
- Repave all the walkways at Todd Grove Park.
Request for Proposal for design services is under development. Discussions with the Parks, Recreation and Golf

- Commission for advisory support are also ongoing.
- Continue to repair the rock wall around Todd Grove Park.
[Requisition for services is in-process with Purchasing Department.](#)
 - Rebuild the main barbeque area on the west side of Todd Grove Park for picnic rental program.
[Request for Proposal for design services is under development.](#)
 - Develop picnic rental area on the east side of Todd Grove Park near the playground structure.
[Request for Proposal for design services is under development.](#)
 - Complete a request for proposals to retain a Park Development Planner and Landscape Specialist to assist with future planning and projects.
[Request for Proposal for design services is under development.](#)
 - Continue to provide staffing support to other departments and agencies in our community.
[Ongoing; Services are provided to Electric, Streets, Parking, Housing, and Successor Agency.](#)

SIGNIFICANT BUDGET CHANGES:

- Continued increases in utilities costs represents the increases in water/sewer fees coupled with dry weather patterns that demand a longer watering season and aging irrigation equipment.
- Added maintenance of mulched areas around trees.
- Acquisition of new equipment results in lower maintenance and repair budget.
- Recent compliance changes may affect the status of the high dive at the Pool Facility. Due to the condition of the deck material used as a fall zone around the diving boards, a full replacement is in order to compile with current safety standards.
- Lack of rainfall over the winter may cause extra water use to keep plants alive.



RECREATION AND AQUATICS BUDGET Fiscal Year 2014-15

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Develop and implement a Recreation Department Social Media Plan which meets the guidelines of the City's Human Resources and Information Technology Departments.
Currently under staff development.
- Continue to research recreation software options for program management and online registration with a goal to implement the program with the most affordable, efficient, and effective fit.
Software evaluation completed. Implementation is currently in-process.
- Continue to work closely with the Finance Department to offer electronic payment options for Recreation program participants at off-site recreation locations.
Implemented credit card process at pool and day camp. Other locations are under evaluation.
- Reincorporate a Recreation Department Mission Statement.
Currently under staff development.
- Produce an educational and promotional brochure for the public about the development of Observatory Park and its offerings to the community as it is being established and will be recognized as a flagship park.
Grand opening material was developed and disbursed. Introduced the Tours of Earth and Sky lecture series. Additional print and electronic media is under development.
- Produce a supplementary summer recreation guide which focuses solely on Pool and Day Camp activities.
Completed.

SIGNIFICANT CHANGES:

- The Minimum Wage increase effective 7/1/14 will substantially increase the salary expense of part-time, seasonal staff in the current budget year as well as the two subsequent budget years as another increase is set for January 1, 2016. Revenues will continue to be adjusted in phases to keep pace with expenditures.
- Increased expenses/revenues associated with the development and programming of Observatory Park.



10022900

Information Technology

INFORMATION TECHNOLOGY BUDGET Fiscal Year 2014-15

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

The Information Technology Department provides management and technical services for the City's computer, network and telephone systems. These systems provide all of the City's computer services, including standardized desktop applications, business applications, databases, electronic mail, remote access, mapping and other services. IT services include system planning, maintenance, network security, systems back-up, Internet access and oversight of user applications. The IT Department provides direct customer support to employees through desktop installation, configuration, maintenance, repair, and network access services. In addition, the IT Department oversees the development, continuing enhancement, and maintenance of the City's Internet and Intranet sites. The IT Department provides end user technology training to all departments either through in-house training and/or outside service providers.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Upgraded our System Center Configuration Manager, to provide extensive automation for network services.
- Implemented GIS System to enhance services to Finance ERP, Public Works and Utilities Departments.
- Provided access to cloud based storage (Box.net).
- Upgraded our Active Directory Services to provide the latest services with our Workstations and Servers.
- Completely redesigned our IT Department to increase workflow and productivity.
- Creation and implementation of a new Service Model, providing vendor support for advanced projects and outages. This also has allowed for increased productivity, infrastructure reinforcement and better service to our end-users.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Improve network connection capacity to remote sites (Wireless WAN).
Currently evaluating proposals and technology from various vendors.
- Move to new Help Desk / work management system (System Center 2012 Service Manager) to improve IT Department service and accountability.
Primary deployment went active July 2014.
- Implement a UPS monitoring system for our Server Rooms and other critical remote site backup power.
Completed in August 2014.
- Support the technological requirements of additional MUNIS modules as they are implemented.
Ongoing; initial deployment of the Planning/Building module was added.
- Provide a robust and secure architecture with 99.9% overall availability.
Storage upgrade completed.
- Seek to automate as many processes and tasks as possible, using our current technologies to promote productivity.

Automated OS/Operating System Imaging completed; Automation for HR user account creation/disabling; Public Safety Server process have been automated to avoid single point failure.

- Expand our current Private Cloud storage to keep up with the needs of our organization.
Dell Compellent upgrade completed; In addition, the City continues deployment of BOX.
- Continually monitor our technology footprint and make necessary changes to keep current.
Ongoing; Additional measures related to malware protection are under evaluation given the growing threat.
- Move as many processes as possible to an off-premise cloud service model, to save physical infrastructure expense.
Data Center through Microsoft Azure; deployment is under evaluation with roadmap completed and pending bandwidth connection upgrade.
- Establish Data backups that will encompass COU data and Cloud Virtual Machine backups for Disaster Recovery.
Completed.
- Audit and establish a roadmap for Access control and Security for the City of Ukiah.
Vendor evaluation completed; First Phase with Public Safety security camera system in-process with a January 2015 completion date.
- Replace End of Life Switches and Routers. Establish current protocols to prevent bottlenecks and compatibility.
Evaluation of equipment is in-process.

SIGNIFICANT CHANGES:

- The Department proposes to reacquire project and planning services to be utilized on an as needed basis (Object #52100).
- Wireless Wide Area Network – Replaces existing slow, unreliable leased circuits with high speed connectivity to the City's network resources and providing a backbone connectivity a solution throughout the City; estimated cost \$120,000 (Object #80100).



PLANNING AND COMMUNITY DEVELOPMENT BUDGET

Fiscal Year 2014-15

10023100

Community Planning

MAJOR ACCOMPLISHMENTS FOR FY 2013-2014

- Completed the EIR certification and permit process for the Costco project.
- Made substantial progress on the Climate Action Plan – Planning Commission review completed.
- Filed the Sphere of Influence update application with LAFCo.
- Made progress on the Water Rights Permit Amendment EIR.
- Made substantial progress on the US 101/Talmage Road Intersection Realignment EIR.
- Made substantial progress on the General Plan Housing Element Update project – Submitted to State HCD.
- Began collaborative work with various agencies and organizations of Local Food Initiative.
- Continued professional support to the Planning Commission, Design Review Board, and Paths, Open Space and Creeks Commission.
- Implemented the Munis permitting module (Go live – February, 2014).
- Improved the Planning Division website (information, navigation, etc.)
- Maintained consistent timely processing of planning permits.
- Increased sign code violation enforcement efforts.

PERFORMANCE GOALS AND OBJECTIVES FOR 2014-2015

- Complete the Climate Action Plan. [Planning Commission approved draft. To City Council 2015.](#)
- Complete the Sphere of Influence Amendment project. [Filed application with LAFCO. Ongoing](#)
- File the UVSD Detachment project with LAFCo. [Filed with LAFCO. Ongoing.](#)
- Complete the Water Rights Permit Amendment EIR project. [Ongoing](#)
- Complete the Talmage Road/Highway 101 Interchange Improvements CEQA document. [Final EIR hearing spring 2015](#)
- Complete the General Plan Housing Element update. [Filed with HCD. Ongoing](#)
- Initiate and complete a number of Zoning Code Amendments (food production, creek setbacks, tree shading, etc.)[Ongoing](#)
- Continue professional support to the Planning Commission, Design Review Board, and Paths, Open Space and Creeks Commission (Doolin Creek Plan). [Completed & ongoing](#)
- Become highly proficient with the Munis permitting module.[Ongoing](#)



- Continue timely processing of planning permits. [Completed & ongoing](#)
- Continue sign code violation enforcement effort. [Ongoing](#)

PLANNING AND COMMUNITY DEVELOPMENT BUDGET Fiscal Year 2014-15

SIGNIFICANT CHANGES FOR FISCAL YEAR 2014-2015

- Reduction in contract services (- \$43,000)
(25123100 52100 = \$68,000 to \$40,000 and 10023100 52100 = \$25,000 to \$15,000)
- Reduction in supplies budget (- \$4,000)
- No Assistant Planner position (- \$64,148)
- Principal Planner instead of a Senior Planner (+\$16,500)
- Planning/Building Aide instead of an Administrative Secretary (+\$6,300)



PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUILDING DIVISION BUDGET Fiscal Year 2014-15

10023320

BUILDING DIVISION:

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued success with the one-afternoon per week Rapid Review plan checking and permit issuance program (28 permits issued between July, 2013 and May, 2014: average time: 1-hour per permit).
- Continued monitoring of building permit first review timeframes – average 80% reviewed on time (first ¾ of the fiscal year). Took steps to improve.
- Led the Planning and Building team with the training and implementation of the Munis Software permitting module.
- Successfully went live with the Munis Software permitting module in February, 2014.
- Began setting up the on-line *Customer Self Service* component of the Munis Software permit module.
- Updated the Building Division information on the City's website.
- Lead role with the Palace Hotel building code violation enforcement.
- Reviewed and issued 510 building permits between July, 2013 and March, 2014.
- Conducted 704 building inspections between July, 2013 and March, 2014.
- Increased staff capacity to review and issue building permits over-the-counter.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Expand the Rapid Review program as demand increases. [Demand has not dictated expansion.](#)
- Increase on-time first reviews for building permits to at least 90%. [Currently at approximately 85%.](#)
- Implement on-line *Customer Self Service* building permit application/issuance and building inspection scheduling. [Ongoing.](#)
- Palace Hotel building code violation enforcement: Continued support to City Council. [Ongoing](#)
- Become proficient with implementation of the Munis permitting module. [Completed and ongoing](#)
- Install front-counter computer for building permit applications, building inspection scheduling, Building Division information, etc. [Not accomplished, ongoing](#)
- Continue Building Code violation enforcement efforts. [Completed and ongoing](#)
- Continue cross-training (building/planning) efforts. [Completed and ongoing](#)



PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BUDGET Fiscal Year 2014-15

10024210

ENGINEERING DIVISION:

The Engineering Division provides development review on projects, manages capital improvement projects from design through construction, manages and implements the City's Storm Water Management Plan for compliance with NPDES, staffs the Traffic Engineering Committee, evaluates projects for grease trap ordinance compliance and sewer lateral testing/replacement, etc.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Completed design of NWP Rail Trail, Phase 1 from Clara Avenue to Gobbi Street. NCRA approved schedule for construction on March 12 and construction is scheduled for summer 2014.
- Completed slurry seal project in October 2013.
- Prepared plans and specifications for AC overlay project scheduled for summer 2014.
- Completed Oak Manor Bike Trail Project.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Start "Master Pavement Rehabilitation Program (MPRP)"- 2 year approach. [First year complete. The Pavement Condition Index \(PCI\) has gone up. This has been on a steady decline since 2004](#)
- Complete construction of NWP Rail Trail, Phase 1 from Clara Avenue to Gobbi Street. [Construction 80% complete](#)
- Complete construction of slurry seal and asphalt overlay projects. [Complete](#)

SIGNIFICANT CHANGES:

- Add part time Engineering Intern to assist with the "Master Pavement Rehabilitation Program (MPRP)".



PUBLIC WORKS DEPARTMENT STREETS DIVISION BUDGET Fiscal Year 2014-15

10024220

STREETS DIVISION:

The Streets Division is a General Fund operation. Approximately one third of the budget is also funded by gas tax. The Streets crew has five full time employees, one of whom is a lead worker. The crew has been severely cut in the last few years from a crew of nine, only ten years ago. This decrease has affected the ability to pave streets and the Streets crew spends much more of their time maintaining all other things in the right of way, including signs, street trees, storm drain system, weed maintenance, street marking and stencil painting. The Streets crew also spends much of its time on unscheduled items such as picking up animals that have been hit in the road, graffiti removal, traffic collision cleanup, and repairing or replacing items that get damaged or vandalized by the public.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued maintenance of the right-of-way and overlay of the railroad tracks on Talmage Road, Ford Road and Clara Avenue.
- Maintained the right-of-way with the most basic services.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Start "Master Pavement Rehabilitation Program (MPRP)"- 2 year approach. [First year completed that resulted in the first increase in Pavement Condition Index \(PCI\) since 2004](#)
- Implement a "Pot Hole App". [No action to date](#)
- Complete construction of slurry seal and asphalt overlay projects. [Complete](#)
- Rehabilitation of Washington Avenue and Luce Avenue. [RFP for design in process](#)

SIGNIFICANT CHANGES:

- Add one full time Public Works Maintenance I employee to assist in the Start "Master Pavement Rehabilitation Program (MPRP)"



POLICE DEPARTMENT BUDGET Fiscal Year 2014-15

10520210

POLICE DEPARTMENT:

Police Department activities including: Police Enforcement, Major Crimes Task Force, Parking Enforcement, Animal Control and Code Enforcement.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued implementation of Department's Five-Year Strategic Plan including:
 - o Reduced felony crimes and violent crimes - compared to target year
 - o Increased solvability rate of violent crimes
 - o Continued the drug detection program at Ukiah High School that resulted in reduction in drug activity
 - o Department's priority dispatching system, Internet Crime Reporting and new response Standards resulting in a reduction of calls for Police services
 - o Reduced Officer Staffing significantly increased Response Times
 - o Established CSO staffing for Patrol, Code Enforcement and Volunteer Program
 - o Finished development of Volunteer Program
 - o Obtained AB109 and School Resource Officer Funding

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue implementing the Department's "Measuring What Matters Most" 5-Year Strategic Plan 2010-2015.
[Completed first five years of plan](#)
- Finish and report to Council community and employee surveys and begin development of a new Departmental strategic plan.
[Provided Council with Strategic Plan Review Document](#)
https://www.ukiahpolice.com/site/assets/files/1019/upd_strategic_review_2014_web.pdf
- Continue to address community quality of life concerns including transient population and traffic enforcement.
[Updated Camping and Panhandling Ordinances](#)
- Continue the identification, recruitment and training of new police officers.
[Having difficulty recruiting new officers - still 3 below full staffing – continuing with recruitment and hiring process.](#)

- Research alternative billing, collection and administrative hearing functions for Parking and Code Enforcement.
[Obtained contract to change billing for parking – need to update citation fines](#)
- Utilize AB109 - Community Corrections Program funding to help fund new officer positions and work with the County Probation Department for AB109 enforcement activities.
[Obtained funding for 2014-15 of one officer from CCP funds and one officer from School District Funds](#)

SIGNIFICANT CHANGES:

- Authorize Sworn Police Officer Staffing to 32 Officers



FIRE DEPARTMENT BUDGET Fiscal Year 2014-15

10521210

10521312

10521340

FIRE DEPARTMENT:

Fire activities, including Suppression, Prevention and Volunteer services.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued a City and Ukiah Valley Fire District (UVFD) shared Fire Chief.
- Continued a joint department stipend program to augment paid Fire staff.
- Continued a joint volunteer Fire training program.
- Continued ALS paramedic services on initial response Fire apparatus.
- Continued joint Fire suppression services with UVFD personnel.
- Continued Cal-Fire dispatching contract.
- Finalized outfitting of the Ladder Truck

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continuation of joint Fire Suppression Services with Ukiah Valley Fire District (UVFD) personnel. [Ongoing](#)
- Continuation of joint volunteer Fire training and volunteer development programs. [Ongoing](#)
- Continuation of ALS paramedic services on initial response Fire apparatus. [Ongoing](#)
- Development of joint Fire prevention and Fire Marshall services with UVFD personnel. [Personnel currently cross-training. Efforts will continue during the year.](#)

SIGNIFICANT CHANGES:



PUBLIC WORKS DEPARTMENT GARAGE DIVISION BUDGET Fiscal Year 2014-15

20324100

GARAGE DIVISION:

The City Garage provides maintenance to over 382 vehicles and equipment. Vehicles are serviced at regular intervals, depending on use. The City Garage mechanics ensure compliance with requirements of the California Highway Patrol, Bi-annual Terminal inspections (CHP BIT), California Air Resources Board (CARB), Mendocino County Air Quality Management District (MCAQMD), and Mendocino County Division of Environmental Health (MC DEH).

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Continued to maintain the City fleet and all regulation requirements.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Building maintenance – replacement of failing garage doors. [No action to date](#)
- Maintain vehicle compliance with CHP BIT inspections, CARB requirements, MCAQMD requirements and MCDEH requirements. [Complete to date](#)
- Continue to provide excellent service to all City departments, Ukiah Valley Fire Department and Fort Bragg Police. [Complete to date](#)
- Start evaluation of manpower to vehicle ration and consider staff load recommendation. [No action to date](#)

SIGNIFICANT CHANGES:

- None



FINANCE DEPARTMENT PURCHASING DIVISION BUDGET Fiscal Year 2014-15

20413500

PURCHASING DIVISION:

The Purchasing Division coordinates and executes the purchase of equipment, supplies, construction contracts, and contractual services for all City departments, which includes maintaining the warehouse inventory for the electric, water, and wastewater utilities. Purchasing also facilitates the sale and/or disposal of surplus supplies and equipment.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Worked with staff to create a more efficient coding system for utility warehouse items in preparation for Munis inventory system conversion.
- Increased the utilization of cooperative agreements to take advantage of cost savings.
- Worked with the City Clerk to establish a uniform contract numbering system that integrates with Munis, to provide for consistency and efficiency.
- Processed \$3.2 million in purchase orders, and \$5 million in contracts.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Inventory conversion to Munis and implementation of barcode system. *Approximately 50% complete*
- Fixed Asset conversion to Munis. *10% complete*
- Utilization of the Munis Requisition module throughout all departments. *Not started*
- Implement the Munis Vendor Self-Service module to provide more comprehensive services. *30% complete*
- Utilize the Munis Bid Module. *30% complete and coincides with Vendor self-serve.*

SIGNIFICANT CHANGES:

- No significant changes to report.



FINANCE DEPARTMENT BILLING & COLLECTIONS BUDGET Fiscal Year 2014-15

20513300

BILLING & COLLECTIONS DIVISION:

The Utility Billing Division produces bills for over 10,000 customer accounts routinely each month, consisting of 4 utility cycles and one Ukiah Valley Sanitation District (UVSD) cycle totaling 60 cycles per year. Utilities billed include electric, water, garbage and sewer for both the City and the UVSD. In addition to utility billing, the City's miscellaneous general billing is processed on a monthly basis consisting of 150-200 statements issued each month. Miscellaneous billing includes airport hangar rentals, parking permits, insurance claims, employee retiree benefits, booking fees, DUI fees and miscellaneous job cost recovery. The Utility Billing Division issues Business Licenses to over 1,400 businesses per year. This process involves close inter-departmental coordination between Planning, Building Inspection, and Fire Inspection divisions of the City.

The City currently offers several methods of bill paying including credit card payments online or by telephone, drop box inside and outside of City Hall, over the counter payments, Easy Pay automatic deductions from the customer's bank account, and budget billing which allows customers to pay a fixed amount each month. This division records and accounts for all receipts received by all City departments.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Fully implemented the new Tyler MUNIS new software for General Billing.
- Maintained low levels of past due accounts by working successfully with City customers.
- Updated desk manuals in preparation for the new software implementation.
- Successfully opened over 1,300 new utility accounts utilizing the ONLINE Credit reporting system.
- Completed the conversion of the business licenses to MuniServices.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue implementation and training of Tyler MUNIS software in Utility Billing scheduled for completion in January 2015, *posponed to July 1, 2015 due to data conversion complications. Staff continues work daily on this task to ensure all data is correct.*
- Update employee desktop handbooks to coincide with the new software for both Utility Billing and General Billing. *Ongoing, we have started to review this at our weekly progress meetings in finance.*
- Re-evaluate the Division's operational needs upon full implementation of the new software. *Ongoing, software implementation is not complete yet. There are a number of items identified for change after utility bill conversion is complete.*

SIGNIFICANT CHANGES:

- During the software implementation, the main focus will be to continue to provide excellent customer service and support to the City's customers while conducting employee training on the new software system.



DISPATCH CENTER BUDGET Fiscal Year 2014-15

20620231

DISPATCH CENTER:

Provide dispatching services for Police, Fire, Emergency (911), Electric, Water, Sewer and other City of Ukiah functions.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Continued Police Priority Dispatch System.
- Coordinated and maintained City of Fort Bragg dispatching contract.
- Coordinated Cal-Fire dispatching contract.
- Worked with State of California 911 office for continuation of regional multi-agency 911 Center dispatching solutions.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continuation of City of Fort Bragg dispatching contract.
Obtained new 5 year agreement for services
- Continue coordination of Cal-Fire dispatch contract.
Began negotiations for new contract with Cal-Fire (transferred to City Manager Office as part of fire negotiations)
- Continue development of multi-agency 911 Center dispatching solutions.
Install of new multi-agency 911 system Feb of 2015 – coordination and selection of new multi-agency radio system underway

SIGNIFICANT CHANGES:



ALEX RORABAUGH CENTER BUDGET Fiscal Year 2014-15

31122870 Alex Rorabaugh Center

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

The Alex Rorabaugh Center (the ARC) is a community center with accommodations to host a large variety of activities and events. The ARC is managed by the Ukiah Valley Conference Center and its Board of Directors.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Continued to provide rental facility for the Ukiah Boys and Girls Club.
- Expanded rental of facility for First 5 Mendocino.
- Increased major events at venue.
- Established 32hr staff to manage the facility.
- Created more space for rentals by enforcing parameters of tenant leases.
- Increased revues from increased rentals.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Increase facility rentals and usage, thereby increasing revenues.
Private rental usage is increasing along with tenant usage and sport activities.
- Rent all available office space.
100% of tenant/office space is in use.
- Host additional major events.
Hosted Rotary Interact Overnight (2 day full facility rental), Quilt Show, Children's Health Fair, and Day of the Dead.
- Create safety protocol in conjunction with tenants.
In progress; Installed an AED unit and have increased part time staffing to match increased use of the facility.

SIGNIFICANT CHANGES:

- No significant changes to the budget.

31122870 ARC General Operation Account/Special Revenue Fund

51110 Salaries, Regular

1 Community Services Assistant/Part-time 32 Hour (80% Recreation Admin.)	20.0%
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51120 Salaries, Non-Regular

2 Facility Attendants (520 hours each)	100.00%
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GRACE HUDSON MUSEUM BUDGET Fiscal Year 2014-15

- more than \$700,000 for the Grace Hudson Museum Endowment Fund.
- Organized, funded and produced the 12th Annual ukiaHaiku Festival and booklet.
- Instituted a new series of participatory art workshops, aimed at young adults, linked to the Museum's current exhibition, in conjunction with Ukiah's First Friday's Artwalk.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Work with the selected project design firm to finalize the construction documents for the Grace Hudson Cultural Center state-funded project, and revise the documents as needed based on cost estimates and available funds.
[Grace Hudson Cultural Center Project is at 90% design completion and scheduled for the Planning Commission in January 2015.](#)
- Successfully put out to bid and award, a contract for construction of the Grace Hudson Cultural Center.
[Bid package development on track for summer 2015 construction.](#)
- Assist Sun House Guild and Grace Hudson Museum Endowment Board members and their consultants in raising at least \$250,000 in gifts.
[Cultural Project fundraising plan with Guild/Endowment is under develop. Thus far, other fundraising activities have generated approximately \\$60,000.](#)
- Work with volunteers and the Sun House Guild to re-design, repair and renovate the Grace Hudson Museum's Hwy. 101 signage.
[Both signs have been removed and will likely not be replaced given signage restrictions on the highway. Other locations will be evaluated, but cost will continue to be a hindrance.](#)

SIGNIFICANT CHANGES:

- FY14/15 Increase in Building Maintenance account (Object #56300) for necessary roof repair and repair of dry rot in exterior roof beams.



PUBLIC WORKS DEPARTMENT LANDFILL/SOLID WASTE BUDGET Fiscal Year 2014-15

70024500

LANDFILL/SOLID WASTE:

The Landfill property, 283 acres, is maintained on a regular basis by the Street Maintenance Crew. Maintenance items include slopes, leachate collection system, gas extraction system, storm drain system, and sediment ponds.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Completed bid documents for the landfill closure project and are awaiting comments from the state agency. An extension has been requested and construction is scheduled for 2015.
- Continued to provide regular monitoring and maintenance of the landfill site.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Award contract for construction of the landfill closure project. [Final design in progress, financing options are under review](#)

SIGNIFICANT CHANGES:

- None



GOLF SERVICES BUDGET Fiscal Year 2014-15

72000000

Golf

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

Manage the operations, maintenance, and improvements at the Ukiah Valley Golf Course. The Facility is a NCGA rated 18-hole, Par 70 course consisting of 5,850 yards of play on 89 acres. The Course is operated and managed by Tayman Park, a private contractor specializing in golf course management. The contract with Tayman Park will limit the City's ongoing exposure to increased operational expenditures and ensure a positive revenue flow to payback operational/capital debt to the City.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Course play increased 5%.
- Installed a new variable frequency drive pump station to improve irrigation efficiency.
- Continued to upgrade sprinkler heads for better coverage and improved conservation.
- Continued into year two of five of the fairway and collar resurfacing project to better establish consistent turf and improved playing surface.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Work with Tayman Park to expand play and tournament activities.
[Ongoing work performed by Tayman Park.](#)
- Continue to explore with Tayman Park the feasibility of a Diving Range.
[Ongoing work performed by Tayman Park.](#)
- Tayman Park will continue to explore expanded food/beverage services.
[Currently evaluating a renovation project to improve outdoor seating which is the precursor to expanding food/beverage operations.](#)
- Tayman Park will implement the 2nd operation and capital improvement plan as well as submit the 3rd year plan for review and approval.
[Completed 2014 Capital Improvement Plan including VFD pump station, tee reconstruction, fairway & collar resurfacing, and irrigation component replacement \(250 turf heads, 100 swing joints, and 20 valves\). The 2014/15 Capital Improvement Plan is in process and will be reported to Council in February 2015; projects/programs include irrigation water source development, tee reconstruction, fairway & collar resurfacing, irrigation component replacement, cart paths, patio renovation, and electrical trenching.](#)



Conference Center Budget Fiscal Year 2014-15

73022600

CONFERENCE CENTER FUND

The Ukiah Valley Conference Center (UVCC) continues to operate successfully as a meeting focused event center while encouraging weekend events to maximize the use of the facility. In addition, full time tenant space is leased along School Street and within the internal office space. The Conference Center is a hub of commerce and connection, and now houses Visit Ukiah. The Conference Center also coordinates tenant activities at other City properties.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Secured Visit Ukiah as an anchor operating the front office; offering services to travelers and locals.
- Gained approximately a 20% increase in room rental revenue over prior year.
- For the last five years, the UVCC has operated at a high level of efficiency with a focus to reduce cost during the economic downturn.
- Continues to attract and provide space for some of Ukiah's most successful local retailers, legislative district offices, and nonprofits.
- Hosted the annual Waldorf School Annual Holiday Craft Fair which brought hundreds of people to UVCC and the downtown area.
- Significantly increased Holiday party bookings, improving the holiday calendar as a whole.
- Co-hosted two very successful Job Fairs with Mendocino Private Industry Council (MPIC).
- Reached 100% occupancy with fully leased office/retail space including office sharing to maximize usage of space.
- Both Visit Mendocino and the Wine Growers Inc. became tenants at the UVCC.
- Replaced worn video screens to keep the facility in full operating functionality.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Continue to research and work toward securing funding for upgrading the kitchen to a commercial kitchen for additional rental income and community support.
[Ongoing evaluation.](#)
- Continue to increase visibility through social media, specifically targeting small conferences and conventions.
[Active Facebook account with growing user base.](#)
- Improve Wi-Fi service to accommodate over 100 users making the UVCC the only meeting facility to offer large scale bandwidth.
[Completed November 2014.](#)
- Participate in meeting professional organizations in California to increase exposure.
[Ongoing; North Bay Wedding Fair and Meeting Professional International Annual Expo and Conference.](#)
- Begin a comprehensive inventory and inspection of banquet furniture to repair and/or replace.
[Evaluation to start in February 2015.](#)



AIRPORT BUDGET Fiscal Year 2014-15

77725200

AIRPORT:

The Ukiah Municipal Airport provides an alternative form of transportation and emergency access in and out of Ukiah. To support this, the major activities of the Airport support the fueling of all forms of aircraft. The operations and maintenance activities include the management, supervision and training of staff as well as the upkeep of facilities and equipment. The Airport maintains over 2 miles of runway and taxi-way pavement; maintains 260 runway and taxi-way lights; maintains two fuel trucks: Jet A truck holding 5,000 gallons and 100LL truck holding 750 gallons of fuel; maintains a 20,000 gallon bulk fuel storage tank that is split to hold 12,000 gallons 100LL and 8,000 gallons of 100LL; maintains 160 acres of airport property; and maintains over 60 hangars and other buildings.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Purchased 5,000 gallon Jet A fuel truck.
- Slurry Sealed Hangar area
- Started FAA Grant for Airport Layout Plan Update.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- To upgrade the Jet A fuel storage capabilities by adding 12,000 gallon self-serve 100LL tank.
Airport Staff is still working with City Purchasing and hopes to have the project ready for bids soon.
- To slurry seal airport ramps.
A large portion of the ramp was slurry sealed.
- To begin FAA grant for Runway Rehabilitation Design.
The FAA is still reviewing the ALP update and is unable to issue a design grant until the completion of their review.
- To remove and trim trees in airspace around airport as identified by Caltrans Aero.
Staff removed two trees that the FAA had determined to be a hazard to aircraft. Staff is still working on the removal of other obstruction.

SIGNIFICANT CHANGES:

Over the past year the airport has seen record numbers of fuel sales due to fires in the area. At times, Airport staff were unable to keep up with the fueling needs of the customers. This upcoming year the Airport plans to install a 12,000 gallon 100LL self-serve tank and the ability to store 25,000 gallons of Jet A fuel. This will enable the Airport to meet the high demands of fuel sales during the fire season. The installation of the 12,000 gallon 100LL self-serve tank will also make fuel available 24 hours a day 7 days a week and will require less staff time to fuel aircraft throughout the day. Staff feels that increasing fuel capacities will provide better service and increased revenue for the Airport in its future.

ELECTRIC UTILITY BUDGET

Fiscal Year 2014-15

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

UNDERGROUND:

- Design and deploy fault detection and protection equipment.
Completed for FY 2013-14.
- Convert the Perkins Street Overhead to Underground conversion.
Engineering and contracts with Comcast & AT&T completed. Construction out to bid, bid opening is January 13, 2015. Construction completion scheduled for January 2016.
 - Install equipment and energize distribution backbone for Ukiah High School and surrounding area.
Engineering 80% completed and plan to bid underground work in March 2015. Scheduled: 2015/16 completion.
- Install 200 amp underground reinforcement for County Administration, Jail, and Sheriff's offices.
Engineering 80% completed. Bidding for underground work set for March 2015. Scheduled 2015/16 completion.
- Continue 600 amp 12 kV underground connector replacement on Orchard Avenue.
Phase 1 scheduled to be completed June 2015.
- Complete 200 amp switching reinforcement for Oak Manor Subdivision.
Engineering 90% completed. Phase 1 scheduled to be completed June 2015.

OVERHEAD:

- Design and deploy Overhead fault detection and protection equipment.
Completed
- Construct Overhead circuit 204 from Gobbi St. to Hastings St. along rail line.
Engineering and easements completed. Construction started November 2014 with a scheduled completion of May 2015.
- Continue 12kV Overhead improvements for protection, capacity and switching ability.
Completed
- Continue safety and regulatory training and projects.
In-progress daily, weekly and monthly training activities.

- Perform tree line clearance of selected secondary conductor.
Currently in progress completion scheduled for April 2015.

SUBSTATION OPERATIONS:

- Replace Transformer T1 oil insulated bushings.
Developing detailed specification and performance benchmarks to perform hot oil degasification processing and transformer core vacuum dry out process. Requires expanded scope to repair radiator gaskets and valves, and install low voltage bushings. This specification requires specialized services to complete. Work developing standards to be completed by April 2015.
- Install bird/rodent guards on 2000 amp outdoor bus.
Completer. Installed on transformer No. 1, 2 and 3 12,000 volt low side switches.
- Design and install truck shade structure with solar panels.
Current engineering constraints require project to be re-budgeted.
- Reconfigure Transformer T3 2000 amp switch.
Due to original switch design, "B" phase expansion joints have been rotated to meet NEC clearance standards on transformer No. 1, 2 and 3 air switches.
- Facilitate ISO metering move to Orchard Substation.
Relocation, wiring and testing has been completed and is in current operation metering the City's load.
- Build protection relay test station.
TBA

RELATED COST CENTERS:

80026110 - Overhead
80026120 - Underground
80026130 - Substation
80026200 - Metering
80526610 - Street Lighting

ELECTRIC UTILITY BUDGET

Fiscal Year 2014-15

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15

- Improve SCADA communication to field personnel.
[Engineering in progress dependent on AMI \(Automated Meter Infrastructure\) system.](#)
- Recruit vacant positions.
[In progress.](#)
- Continue NERC and FERC regulatory compliance.
[Completed](#)
- Complete cost of service analysis and prepare new rate case.
[Completer COSA rate case in progress. Scheduled for Council February – April 2015.](#)
- Evaluate potential value of carbon offsets and renewable energy.
[Completed. Net earnings near \\$400,000.00 for CY 2014.](#)
- Acquire carbon credits per State mandates.
[Completed to date. Continuously monitoring need and develop purchase strategies.](#)
- Rebuild Tainter Valve seals.
[Developing engineering services contract. Scheduled completion estimated for Q4 2015.](#)
- Design and install replacement turbine-generator grating.
[Rescheduled for 2015-16 budget. Work rescheduled to ensure critical system projects were completed.](#)

PUBLIC BENEFITS:

- Develop a commercial marketing plan for energy conservation and education.
[Complete!](#)
- Develop a New Business interest rate buy down loan program.
[Rescheduled due to customer demand for energy conservation projects.](#)



PUBLIC WORKS DEPARTMENT WATER DIVISION BUDGET Fiscal Year 2014-15

82024410

82024411

82024414

WATER ADMINISTRATION, PRODUCTION AND DISTRIBUTION:

The Water Division's budget is made up of three separate budgets including Administration, Production and Distribution. The Waste Water Collection budget is closely coordinated with the Water distribution budget as the amount of water distributed directly correlates to the amount of waste water that needs to be collected. The same crew maintains both the collection and distribution systems. The cost of these operations is proportioned to the individual funds as calculated on the year prior and applied to the current year.

The water system is run by approximately 19 full and part time employees. Many of the part time employees are full time and funded by other budgets for other duties they perform.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Wells #7 and #8 have been switched from chlorine gas to liquid chlorine.
- Well #9 design is in progress, bid documents will be prepared and ready for construction.
- Water Rate Study is in process.
- Updated connection fees were adopted.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Calvert Court and Willow Ave water main replacement project. [\(Complete\)](#)
- Rehabilitate well #4. [In design](#)
- Construction of well #9. [In design](#)

SIGNIFICANT CHANGES:

- None



PUBLIC WORKS DEPARTMENT WASTE WATER DIVISION BUDGET Fiscal Year 2014-15

84024420

84024421

84024425

WASTE WATER ADMINISTRATION, COLLECTION AND TREATMENT:

The Waste Water Division's budget is made up of three separate budgets including Administration, Collection and Treatment. The Waste Water Collection budget is closely coordinated with the Water Distribution budget as the amount of water distributed directly correlates to the amount of waste water that needs to be collected. The same crew maintains both the collection and distribution systems. The cost of these operations is proportioned to the individual funds as calculated on the prior year and applied to the current year.

The waste water system is run by approximately 23 full and part time employees. Many of the part time employees are full time and funded by other budgets for other duties they perform.

MAJOR ACCOMPLISHMENTS OF FY 2013-14:

- Reclaimed water system is being used to irrigate the 43 acres to the south of the plant with all applicable permits submitted to the Regional Board. The Report of Waste Discharge was refined and submitted to include the entire reclamation program as requested by the Regional Board and should be approved by June 2014.
- Rate and Fee Study RFP is being prepared and will be brought to council for review.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Replacement of Sewer Main on North State Street. [Bid documents complete, bid phase to happen in February](#)
- Approval of Rate and Fee Study. [Study in process rates to be approved prior to the end of the fiscal year](#)
- Approve a master plan for addressing the ground water and storm water introduction (I and I) into the sewer system. [No action to date](#)
- Nitrogen issue at plant fully understood by Council and a course of action agreed on. [Issue to be presented to Council in March for budget preparation](#)

SIGNIFICANT CHANGES:

- None



ALEX RORABAUGH CENTER BUDGET Fiscal Year 2014-15

31122870 Alex Rorabaugh Center

BRIEF DEPARTMENT AND/OR DIVISION OVERVIEW:

The Alex Rorabaugh Center (the ARC) is a community center with accommodations to host a large variety of activities and events. The ARC is managed by the Ukiah Valley Conference Center and its Board of Directors.

MAJOR ACCOMPLISHMENTS FOR FY 2013-14:

- Continued to provide rental facility for the Ukiah Boys and Girls Club.
- Expanded rental of facility for First 5 Mendocino.
- Increased major events at venue.
- Established 32hr staff to manage the facility.
- Created more space for rentals by enforcing parameters of tenant leases.
- Increased revues from increased rentals.

PERFORMANCE GOALS AND OBJECTIVES FOR FY 2014-15:

- Increase facility rentals and usage, thereby increasing revenues.
- Rental all available office space.
- Host additional major events.
- Create safety protocol in conjunction with tenants.

SIGNIFICANT CHANGES:

- No significant changes to the budget.

31122870 ARC General Operation Account/Special Revenue Fund

51110 Salaries, Regular

1 Community Services Assistant/Part-time 32 Hour (80% Recreation Admin.)	20.0%
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51120 Salaries, Non-Regular

2 Facility Attendants (520 hours each)	100.00%
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Capital Funds

Capital funds are a prioritized list of capital improvement projects, adopted by a governing body along with the operating budget and consists of various types of financial resources used in acquiring or constructing capital facilities.

CAPITAL PROJECTS – NEW FUNDING

City of Ukiah

FY 2014/2015

General Fund Capital Projects	FY 2014/15
Police Vehicles	\$100,000
Parks Equipment- (Truck, Mower & Backhoe Attachment \$20,000 each)	\$60,000
Wi Max Communication/Equipment	\$57,000
Asphalt Hot Box- Streets	\$30,000
Cover for Material Storage- Corp Yard	<u>\$30,000</u>
Total General	\$277,000

GENERAL
CAPITAL

← Portion of total cost

OPERATIONS BUDGET FISCAL YEAR 2014-2015



Summary of Changes:

Fund	Revenue Amount	Expense Amount
251 -General Capital (Streets)	\$ 863,000	\$ 863,000
300 -Park Development	\$ 91,843	\$ 91,843
822- Water Capital	\$1,526,538	\$1,526,538
691-Museum	\$ 128,000	\$ 14,650
720- Golf	\$ 7,170	\$ -
730-Conference Center	<u>\$ 6,524</u>	<u>\$ 2,500</u>
Total Budget Changes	\$2,623,075	\$2,498,531

- Museum Revenues increased for TOT tax (\$83,000and Endowment contribution \$45,000.)
- Museum Expenses increased \$14,650 for Insurance allocation.
- Golf Revenues increased miscellaneous income by \$7,170.
- Conference Center Revenues increased \$6,524 for plaza rental.
- Conference Center Expenses increased \$2,500 for Lease payment

Capital- Airport

Capital Items:

Funding From:

Airport Operating Revenues- \$53,319

Airport Reserves- \$149,681 \$203,000

Estimated
Cost:

Self Serve Fueling Tank (12,000 Gallons) \$203,000

Total Requests **\$203,000**

Capital- Water Operations

Capital Items:	\$88,000
	<u>Estimated</u>
	<u>Cost:</u>
	\$88,000
Lead Work Service Truck- \$80,000	
Water Truck- \$8,000	

Capital- Wastewater

Capital Items:	<u>Estimated Cost:</u> \$573,000
Machinery & Equipment	\$518,000
Service Truck- \$40,000 Lead worker Truck \$18,000 Portion of Water Truck \$6,000 AWT Feed Pump Motors - \$90,000 Bar screen: vertical- \$250,000 SCADA upgrade- \$40,000 Replace Tractor- \$50,000 Chlorine mixer- \$30,000	
Infrastructure	\$55,000
Manholes- \$15,000 Lift station Monitoring Equipment- \$40,000	

Capital- Wastewater

Capital Items: These item can be funded from wastewater fund balance	<u>Estimated</u> <u>Cost:</u> \$843,770
Infrastructure	\$843,770
Recycled Water System Construction- \$444,000 (50% Match) Main Replacements- \$250,000 N. State from Low Gap to Garrett- System Maintenance- \$64,770 Emergency/ Contingency- \$45,000 Sewer Lateral Replacement Grants- \$40,000	

Note: Wastewater Infrastructure items are not included in the resolution before you today.

Capital- Streets

Capital Items: Funding Available- Gas Tax- \$ 230,393 One-time Economic Dev. Funds \$ 632,607		\$863,000
	<u>Estimated</u> <u>Cost:</u>	
Reconstruction of Washington Avenue		\$374,000
Reconstruction of Observatory Avenue		\$300,000
Slurry Seal		<u>\$100,000</u>
Streets Project Requests		\$774,000
Other Items:		\$89,000
Service Truck- \$35,000		
Water Truck- \$54,000		
Total		\$863,000



Capital- Water Fund 822

Capital Items:	<u>Estimated Cost:</u>
	\$1,526,538
Contracted Services:	\$85,650
Dam Height Feasibility Study- \$79,850 IWPC Sponsorship & Legal Fees-\$2,000 Design Engineering Services for Water Distribution-\$6,800	
Debt Service:	\$1,090,888
Principal -\$325,000 Interest -\$551,663 Admin Fees -\$5,100 Amortization of Issuance Costs -\$13,562 New well financing Interest -\$9,313 New well financing Principal -\$186,250	
Infrastructure:	\$350,000
Spring Calvert Court- \$135,000 State Street Phase I (Norton to Clara)- \$100,000 Water Meter Replacement - \$40,000 Well #3 Rehabilitation - \$75,000	
Total Requests	\$1,526,538

Capital- Park Development

Capital Items:

All items listed have restricted funding with the exception of the Pool which had a loan from the general fund in 2011.

\$91,843

	<u>Estimated Cost:</u>
Anton Stadium- Project Completion (Grant Funding)	\$ 60,000
Pool- Donor Recognition Wall – Remaining Funding	\$ 18,000
Skate Park- Donor Recognition- Grant/Donations	\$12,860
Observatory Park Fund- Signs	\$ 983
Total Requests	\$91,843

CAPITAL PROJECTS – GENERAL FUND

City of Ukiah

FY 2014/2015

General Fund Capital Projects	FY 2014/15
Police Vehicles	\$100,000
Parks Equipment- (Truck, Mower & Backhoe Attachment \$20,000 each)	\$60,000
Wi Max Communication/Equipment	\$57,000
Asphalt Hot Box- Streets	\$30,000
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Total General	\$277,000

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