



**CITY OF HEALDSBURG
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING AGENDA**

City Hall Council Chamber
401 Grove Street
Healdsburg, CA 95448
(707) 431-3317

Meeting Date: December 21, 2020
Time: 6:00 PM
Date Posted: December 17, 2020

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California and the Sonoma County Health Official Orders No. C19-03 and C19-05 the City of Healdsburg City Council meeting will not be physically open to the public and all Council Members will be teleconferencing into the meeting via Zoom Webinar.

PLEASE NOTE CHANGE FROM WEBEX TO ZOOM WEBINAR SERVICE

How to Observe the Meetings

To maximize public safety while maintaining transparency and public access, the Healdsburg City Council will be using **Zoom Webinar service** to allow remote participation. Members of the public who only wish to watch the meeting live or recorded can do so by using the link <http://healdsburgca.iqm2.com/Citizens/default.aspx> or watching it on the City's Facebook Page www.facebook.com/cityofhealdsburg.

To Watch the Meeting and Submit Public Comment as Part of the Zoom Webinar:

To join by computer, tablet, or mobile device:

1. Go to <https://zoom.us/join> and type in the Webinar ID: 830 6386 0046 or follow this link: <https://us02web.zoom.us/j/83063860046> (Pre-registration for the meeting is not required.)
2. Fill in your full name, verify you are not a robot (if required), and click "Join".
3. If the meeting host has started the Webinar, you should join automatically. If the meeting host has not started the Webinar, remain in the Webinar and it will start shortly.

To join by phone:

1. Dial 669-900-9128 or 253-215-8782 or 346-248-7799.
2. Enter the meeting ID: 830 6386 0046 and press # #.
3. If the meeting host has started the meeting, you should join automatically. If the meeting host has not started the meeting, remain in the meeting and it will start shortly.

To Submit Public Comment

By computer, tablet, or mobile device:

1. In the bottom center of the screen is a hand icon, click on "Raise Hand". The hand icon will place you in line to speak.

2. When it is your turn to comment, the meeting moderator will call upon you to comment. State your first name, last name, address, and comment.
3. When you are done commenting, please remember to lower hand.

By phone:

1. Press *9 to raise your hand.
2. When it is your turn to comment, the meeting moderator will call the last four digits of your phone number. Press *6 to speak at that time. State your first name, last name, address, and comment. You will have three minutes to make your comment.
3. At the conclusion of your comments or when three minutes has passed, the meeting host will remove your ability to talk.

Americans with Disabilities Act Accommodations

Any member of the public who needs accommodations should email the city clerk at rallan@ci.healdsburg.ca.us or by calling 707-431-3317. The city clerk will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the city procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the city website at <https://www.ci.healdsburg.ca.us/406/ada---public-accessibility>.

1. CALL TO ORDER/ROLL CALL

- A. Pledge of Allegiance**
- B. Approval of Agenda**
- C. Approval of Minutes**

Approval of November 16, 2020 and December 7, 2020 City Council Special Meeting Minutes and November 16, 2020 Regular Meeting Minutes

2. REPORT ON CLOSED SESSION(S)

3. ANNOUNCEMENTS/PRESENTATIONS

- A. Proclamation thanking David Woltering for his service as Interim Community Development Director**
- B. Proclamation thanking David A. Kiff for his service as Interim City Manager**

4. CITY MANAGER REPORTS

- A. COVID-19 Update**

5. PUBLIC COMMENTS ON NON AGENDA ITEMS

This time is set aside to receive comments from the public regarding matters of general interest not on the agenda, but related to City Council/RSA business. Pursuant to the Brown Act, however, the City Council cannot consider any issues or take action on any requests during this comment period. Public comment on non-agenda items is limited to thirty (30) minutes total for all speakers, with each speaker given no more than three (3) minutes. If there are more than ten (10) audience/public comment speakers, the Mayor may reduce each speaker's time from three (3) minutes so that all speakers have an equal time to speak. At the Mayor's discretion, the public comment period may be extended past 30 minutes. Members from the public wishing to speak on a Consent Agenda item should notify the Mayor during Public Comments.

6. CONSENT CALENDAR

The following items listed on the Consent Calendar are considered routine in nature or have been previously reviewed by the Council and require little or no further discussion by the Council, public, or applicant and action will be taken by the City Council by a single motion. A Councilmember may request that an item be removed from the Consent Calendar and action taken separately. Consent by a majority of the Councilmembers present will be required in order to remove the item. In the event an item is removed, the matter will be considered immediately following the adoption of the Consent Calendar.

A. Dedication of an Emergency Vehicle Access Easement at 1402 Grove Street

Adopt a Resolution Accepting an Emergency Vehicle Access Easement at 1402 Grove Street (APN: 089-071-056).

B. Dedication of An Emergency Vehicle Access Easement at 1410 Grove Street

Adopt a Resolution Accepting an Emergency Vehicle Access Easement at 1410 Grove Street (APN: 089-071-057).

C. Dedication of a Public Utility Easement at 1448 Grove Street

Adopt a Resolution Accepting a Public Utility Easement at 1448 Grove Street (APN: 089-071-013)

D. Dedication of a Public Utility Easement at 1452 Grove Street

Adopt a Resolution Accepting a Public Utility Easement at 1452 Grove Street (APN: 089-071-013).

E. Purchase of a Replacement Line Truck with Digger Derrick

Adopt a resolution approving the purchase of a line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick, authorizing the City Manager to execute the purchase order with Altec Industries Inc. in an amount not to exceed \$374,816, and increasing the appropriations in the Vehicle Fund for FY 2020-2021 by \$74,816.

F. Ordinance repealing Chapters 13.04, 13.08, 13.12 and 13.20 and adding new Chapters 13.04, 13.08, 13.12 and 13.20 of Healdsburg Municipal Code related to the Utilities

Adopt upon second reading, by title only and waiving reading of the text, Ordinance No. 1205 of the City Council of the City of Healdsburg repealing Chapters 13.04, 13.08, 13.12 and 13.20 and adding new chapters 13.04, 13.08, 13.12 and 13.20 of Healdsburg Municipal Code related to the utilities.

G. Accept as Complete the FY 2019-20 Multi Facility Project

Adopt a Resolution accepting the FY 2019-20 Multi Facility Project as complete and authorizing filing the Notice of Completion.

7. PUBLIC HEARINGS

None.

8. OLD BUSINESS

A. Review and approve of the 2021 Utility Wildfire Mitigation Plan

Adopt a resolution approving the 2021 Utility Wildfire Mitigation Plan (WMP) and verifying the WMP's compliance with State codes.

9. NEW BUSINESS

A. Exclusive Negotiation Agreement with Freebird Development Company for the Saggio Hills Affordable Housing Site

Adopt a Resolution authorizing the City Manager to execute an Exclusive Negotiation Agreement with the development team led by Freebird Development Company for the Saggio Hills affordable housing site.

10. COUNCIL REPORTS ON MATTERS OF INTEREST OCCURRING SINCE PREVIOUS REGULAR MEETING/EXPENSE REIMBURSEMENT REPORTS

11. WRITTEN COMMUNICATIONS

A. Written Communication from Interim Community Development Director David Woltering regarding Planning Commission actions taken on December 8, 2020

No action required.

12. CLOSED SESSIONS

13. ADJOURN CITY COUNCIL / RSA MEETING

14. FUTURE AGENDA ITEMS

A. Future Agenda Items

Some of the items planned for the January 4, 2021 Council Meeting include, but are not limited to:

- Funding and Design Agreement for the 3 North Street Project (Cerri Building)
- An agreement with the Healdsburg Future Farmers Country Fair for the continued use of Recreation Park
- Bid award for improvements at Victory Studio Apartments
- Treasury Report
- Disbursement Report
- Measure V survey approval
- Legislative Platform Item - Workshop/Discussion

- Senior Citizen Advisory/Parks and Recreation Commission subcommittee appointments

These agenda items may be delayed or removed before the 1-4-2021 meeting. Please review the agenda for that meeting when it comes out to ensure that you can voice your opinion about issues you are concerned about.

**CITY OF HEALDSBURG
CITY COUNCIL
SPECIAL MEETING MINUTES
November 16, 2020
VIA TELECONFERENCE
CITY HALL COUNCIL CHAMBER
401 Grove Street, Healdsburg, CA 95448**

CALL TO ORDER/ROLL CALL

Mayor Mitchell called to order the special meeting of the City Council of the City of Healdsburg at 4:30 P.M., noting that the following Councilmembers were present/absent:

Present: Councilmembers: Hagele, Jimenez, McCaffery, Naujokas and Mayor Mitchell

Absent: Councilmembers: None

APPROVAL OF AGENDA

The agenda was approved as submitted by unanimous voice vote of the Councilmembers present.

PUBLIC COMMENT

There were no public comments.

CLOSED SESSION

The City Council recessed to meet in closed session to discuss the following:

A. Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiators

Agency Negotiators: Interim City Manager Kiff, Administrative Services Director Ippoliti, HR Manager Donnelly and Contract Labor Negotiator Patrick Clark

Employee Organizations: HPOA, IAFF, IBEW and Mid-management and Professional Employees Association

B. Conduct Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b) - Title: City Attorney

The City Council reconvened to open session and Mayor Mitchell reported no action was taken during or following the closed session, only direction was given to Staff.

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ADJOURNMENT

There being no other business to discuss, the special meeting was adjourned at 5:45 P.M.

APPROVED:

ATTEST:

Evelyn L. Mitchell, Mayor

Raina Allan, City Clerk

Minutes Acceptance: Minutes of Nov 16, 2020 4:30 PM (Approval of Minutes)

**CITY OF HEALDSBURG
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING MINUTES
November 16, 2020
City Hall Council Chamber
VIA TELECONFERENCE
401 Grove Street, Healdsburg**

CALL TO ORDER/ROLL CALL

Mayor/Chairperson Mitchell called to order the concurrent meeting of the City Council and Redevelopment Successor Agency of the City of Healdsburg at 6:01 P.M. with the following Councilmembers present/absent:

Present: Councilmembers/: Jimenez, McCaffery, Naujokas and Mayor Mitchell
Board Members

Absent: Councilmembers/: Hagele
Board Members

APPROVAL OF AGENDA

On a motion by Vice Mayor McCaffery, seconded by Councilmember Naujokas, approved the November 16, 2020 City Council/Redevelopment Successor Agency meeting agenda as submitted. The motion carried on a unanimous voice vote with Councilmember Hagele noted as absent. (Ayes 4, Noes 0, Absent – Hagele)

APPROVAL OF MINUTES

On a motion by Vice Mayor McCaffery, seconded by Councilmember Naujokas, approved the November 2, 2020 Regular Meeting and Minutes as submitted. The motion carried on a unanimous voice vote with Councilmember Hagele noted as absent. (Ayes 4, Noes 0, Absent – Hagele)

REPORT ON CLOSED SESSION(S)

Mayor Mitchell reported a Closed Session was held prior to this meeting and direction was given to Staff.

PRESENTATIONS – INTRODUCTION OF GLAYDON DE FREITAS

Ariel Kelley, former Corazon Healdsburg CEO introduced Glaydon De Freitas, the new CEO of Corazon Healdsburg.

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Glendon De Freitas spoke on his background and his experience working for nonprofit organizations.

The Council welcomed Glendon to Healdsburg and expressed their excitement to continue the partnership formed with Corazon Healdsburg over the years.

CITY MANAGER REPORTS

COVID-19 Update

Interim City Manager Kiff reported that Governor Newsom has changed guidelines for moving between tiers, noting rollbacks will occur with one weeks' notice as opposed to the two weeks' notice. Mr. Kiff added that wearing face coverings are required at all times, except when: in a car alone or solely with members of their own household, working in an office or in a room alone, actively eating or drinking provided that you are able to maintain a distance of at least six feet away from persons who are not members of your same household or residence, outdoors and maintaining at least 6 feet of social distancing from others not in your household or specifically exempted from wearing face coverings by other CDPH guidance. Individuals must have a face covering with them at all times and must put it on when within 6 feet of others who are not in your household.. Mr. Kiff reminded everyone to wear a mask, wash their hands, avoid crowds (especially indoors) and stay socially distant.

COVID-19 Utility Bill Relief

Utility Director Crowley provided an update on the relief being provided to low-income utility bill customers, noting the City has placed a hold on late fees and utility disconnects for non-payment, the City has also increased the utility discount through the first part of 2021 to help with these bills. Utility Director Crowley stated the past due amounts continue to grow and the current past due amounts for CARE customers is over \$38,000. Utility Director Crowley informed Council that Corazón Healdsburg was able to secure a grant to pay these past due amounts on behalf of the City's CARE customers.

Parks and Recreation Facility Assessment

This item was removed from the agenda.

Open Spaces During Red Flag Warnings

Community Services Director Themig updated Council on closing open spaces during Red Flag warning events, noting the Healdsburg Municipal Code allows staff to do so. Director Themig stated Fire, Police, and Community Services staff will monitor forecasts closely, depending on the severity of the event, may proactively close open spaces to public use and will have prepared signage and messaging program that can be easily deployed.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

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CONSENT CALENDAR

On a motion by Vice Mayor McCaffery, seconded by Councilmember Naujokas, approved the Consent Calendar as follows:

A. VACANCIES ON THE SENIOR CITIZEN ADVISORY COMMISSION

By motion, extended the deadline to submit applications for the Senior Citizen Advisory Commission to December 23, 2020.” (Ayes 4, Noes 0, Absent – Hagele)

B. UTILITY SCALE BATTERY STORAGE

Adopted Resolution No. 135-2020 titled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG DETERMINING THAT UTILITY SCALE ENERGY STORAGE FOR THE CITY OF HEALDSBURG IS NOT APPROPRIATE AT THIS TIME DUE TO A LACK OF COST-EFFECTIVE OPTIONS.” (Ayes 4, Noes 0, Absent – Hagele)

The motion to approve the Consent Calendar as submitted carried on a unanimous roll call vote with Councilmember Hagele noted as absent. (Ayes 4, Noes 0, Absent – Hagele)

PUBLIC HEARINGS

None.

OLD BUSINESS – CHECK IN ON COVID-19 ECONOMIC DEVELOPMENT EFFORTS

Interim City Manager Kiff provided background information on the economic development efforts happening in downtown Healdsburg, noting to date the following initiatives are happening:

- A small business sustainability loan program of about \$600K using Measure V resources;
- A program restricting vehicle use on streets (called OpenStreets) that started in July 2020 and involved Plaza Street between Healdsburg Avenue and Center, and Center and about half-way to East Street. This is set to expire on January 31, 2021.
- A “parklet” or outdoor business program (called MarketSpace) that enables businesses to move some or all of their indoor operations outside onto the public right-of-way. This program is set to expire December 31, 2021.
- Increased education and testing information to allow businesses to keep their employees and customers safe. The City’s social media postings have included information on ways to better protect employees, as well as the importance of testing even those who are asymptomatic.

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Interim City Manager Kiff further reviewed metrics for the above initiatives and provided information on additional initiatives staff is taking to encourage economic development efforts in the downtown.

In response to Council's inquiries, Community Services Director Themig reviewed the status of the art grant, Interim City Manager Kiff reviewed the temporary parking signage downtown and ways to direct people to park in the City Hall lot.

Councilmember Jimenez and Mayor Mitchell thanked city staff for their hard work in the downtown and continuing to look at other options to assist the downtown businesses.

Public Comments

Mark McMullen spoke in favor of increasing parking signage to encourage people to park in the train depot lot and the City Hall lot.

Ronnie Kemper requested Council increase parking on Plaza Street for the retail businesses.

Transportation and Public Works Director Zimmer reviewed the temporary parking map, showing where the current parking signs are and where staff suggests additional temporary signs be placed.

NEW BUSINESS – REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF) MERGER WITH PARSAC

Administrative Services Director Ippoliti stated the action this evening was to receive a presentation about the proposed merger between REMIF and PARSAC. Director Ippoliti noted the proposed agreements for the merger would be brought before Council on the 7th of December.

Director Ippoliti provided background information on what REMIF is and what REMIF does for the cities that a part of REMIF. Director Ippoliti introduced Amy Northam, the General Manager of REMIF who would be providing additional information on the merger.

Amy Northam, General Manager of REMIF, provided background information on REMIF and what REMIF does for the City of Healdsburg. Ms. Northam further provided information on PARSAC, the group REMIF is merging with and the similarities and differences that REMIF and PARSAC have. Ms. Northam further noted the Board of Directors have directed the merger with PARSAC in hopes it will provide an overall savings to each entity and to eliminate and add redundancies. Ms. Northam noted the health care plan will stay under the sole discretion of

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REMIF and will not be a part of the merger with PARSAC. Ms. Northam noted the merger is planned to happen July 1, 2021.

In response to Council's inquiries, Ms. Northam explained why the health insurance plan was going to stay under the sole discretion of REMIF.

COUNCIL REPORTS ON MATTERS OF INTEREST OCCURRING SINCE PREVIOUS REGULAR MEETING/EXPENSE REIMBURSEMENT REPORTS

Mayor Mitchell reported she was the judge for a contest put on by Harvest Nieto. The contest was for pre-k through 5th grade and she spoke to a girl scout troop on what it was like to be Mayor.

WRITTEN COMMUNICATIONS

None.

CLOSED SESSIONS

None.

ADJOURNMENT

There being no other City Council business to discuss, the meeting was adjourned at approximately 7:10 P.M.

APPROVED:

ATTEST:

 Evelyn L. Mitchell, Mayor

 Raina Allan, City Clerk

Minutes Acceptance: Minutes of Nov 16, 2020 6:00 PM (Approval of Minutes)

**CITY OF HEALDSBURG
CITY COUNCIL
SPECIAL MEETING MINUTES
December 7, 2020
VIA TELECONFERENCE
CITY HALL COUNCIL CHAMBER
401 Grove Street, Healdsburg, CA 95448**

CALL TO ORDER/ROLL CALL

Mayor Mitchell called to order the special meeting of the City Council of the City of Healdsburg at 4:00 P.M., noting that the following Councilmembers were present/absent:

Present: Councilmembers: Hagele, Jimenez, McCaffery, Naujokas and Mayor Mitchell

Absent: Councilmembers: None

APPROVAL OF AGENDA

The agenda was approved as submitted by unanimous voice vote of the Councilmembers present.

PUBLIC COMMENT

There were no public comments.

CLOSED SESSION

The City Council recessed to meet in closed session to discuss the following:

A. Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiators

Agency Negotiators: Interim City Manager Kiff, Administrative Services Director Ippoliti, HR Manager Donnelly and Contract Labor Negotiator Patrick Clark

Employee Organizations: HPOA, IAFF, IBEW and Mid-management and Professional Employees Association

B. Conference with Real Property Negotiators: Pursuant to California Government Code Section 54956.8

Property: 805 Heidelberger, Hangar 16, Healdsburg Municipal Airport, California

Agency Negotiator: Administrative Services Director Ippoliti

Negotiating Party: Thatcher Dilley

Under Negotiation: Price and terms of payment

City Council Special Meeting Minutes
December 7, 2020
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C. Conduct Public Employee Performance Evaluation, pursuant to Government Code Section 54957(b) - Title: City Attorney

The City Council reconvened to open session and Mayor Mitchell reported no action was taken during or following the closed session, only direction was given to Staff.

ADJOURNMENT

There being no other business to discuss, the special meeting was adjourned at 5:45 P.M.

APPROVED:

ATTEST:

Evelyn L. Mitchell, Mayor

Raina Allan, City Clerk

Minutes Acceptance: Minutes of Dec 7, 2020 4:00 PM (Approval of Minutes)

CITY OF HEALDSBURG

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY
OF HEALDSBURG THANKING DAVID WOLTERING FOR
HIS SERVICE AS INTERIM COMMUNITY DEVELOPMENT
DIRECTOR

WHEREAS, David Woltering agreed to guide the Planning and Building Department as the Interim Community Development Director beginning his service in January of 2020; and

WHEREAS, the year two thousand twenty has been a year to rival all years, including wildfires, a pandemic, and technological challenges; and

WHEREAS, in the face of the COVID-19 pandemic, and with the blessing of PERS, he agreed to extend his tenure far beyond his original obligation resulting in nearly a year of service; and

WHEREAS, David has met the challenges before him with leadership, calm fortitude, compassion, kindness, humor, and a willingness to roll up his sleeves and lend a hand to whatever needed to be done whenever it needed to be done, earning the respect and gratitude of his staff and colleagues; and

WHEREAS, David successfully brought the 3rd Amendment to the Montage Development Agreement very close to the finish line, had the calendar not gotten in the way; and

WHEREAS, under his guidance and support the department adapted to constantly changing conditions continuing to maintain and increase service to the community; and

WHEREAS, David is the most committed interim director we have ever worked with. His breadth and depth of knowledge impressed us all; and

WHEREAS, his calm and methodical approach to problems lead to positive solutions.

NOW, THEREFORE, BE IT PROCLAIMED the City Council of the City of Healdsburg hereby thanks David Woltering for his unwavering service as Interim Planning and Community Development Director.

DATED: December 21, 2020

SO ORDERED:

Evelyn L. Mitchell, Mayor

CITY OF HEALDSBURG

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF
HEALDSBURG THANKING DAVID A. KIFF FOR HIS SERVICE AS
INTERIM CITY MANAGER

WHEREAS, Mr. David A. Kiff was first hired to represent the City during COVID-19 by working closely with the County Health Department and lobbying for our local business needs; and

WHEREAS, David A. Kiff was persuaded to take over as Interim City Manager upon David Mickaelian's departure; and

WHEREAS, we didn't have enough "Daves" and "David's" on the City team so Mr. Kiff was a perfect addition; and

WHEREAS, Mr. Kiff contributed his years of experience as former City Manager to assist in the transitional period; and

WHEREAS, Mr. Kiff helped guide key programs during this coronavirus pandemic to assist the local business community including, but not limited to, helping to develop and implement the small business loan program and facilitating moving business activities outdoors as State and County protocols limited or restricted altogether the use of indoor space for business activities; and

WHEREAS, Mr. Kiff's contributions to the Healdsburg community and particularly to the Healdsburg business community during these challenging coronavirus pandemic times have shown empathy, collaboration, urgency, and a true sense of service; and

WHEREAS, Mr. Kiff has displayed a thoughtful, knowledgeable, respectful, and effective management style during his tenure working for the City of Healdsburg; and

WHEREAS, Mr. Kiff rides a bicycle to work, every day, setting a great example for us all; and

WHEREAS, Mr. Kiff is the calmest city manager we have ever seen, his pulse rarely rising above his resting heart rate; and

WHEREAS, Mr. Kiff is possibly the world's best communicator, he helped our community through some very confusing times and brought calm, logic and order to the discussion; and

WHEREAS, Mr. Kiff brought the combination of kindness, good humor, and experience that Healdsburg needed to shepherd it through this strange time.

NOW THEREFORE BE IT PROCLAIMED the City Council of the City of Healdsburg hereby thanks David A. Kiff for his service as Interim City Manager.

DATED: December 21, 2020

SO ORDERED:

Evelyn L. Mitchell, Mayor



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Dedication of an Emergency Vehicle Access Easement at 1402 Grove Street

PREPARED BY: Curt Bates, Principal Engineer

STRATEGIC INITIATIVE(S):
Maintain and Enhance Public Health and Safety

RECOMMENDED ACTION(S):
Adopt a Resolution Accepting an Emergency Vehicle Access Easement at 1402 Grove Street (APN: 089-071-056).

COMMUNITY ENGAGEMENT/OUTREACH:
Public notice was required as part of the development review process for the project.

ENVIRONMENTAL STEWARDSHIP:
The project received environmental review as part of the design review approval process for the project at 1434 Grove Street.

BACKGROUND:
Joseph N. Belli is the owner of record of real property located at 1402 Grove Street. The Healdsburg Planning Commission approved design review for a 11,000 square foot industrial warehouse building on 1434 Grove Street, project file number DR 2018-13, at its October 22, 2019 public meeting. The City of Healdsburg does not currently have emergency vehicle access rights over 1402 Grove Street. A condition of approval of the 1434 Grove Street development was required to dedicate an emergency vehicle access easement to the City over a portion of the 1402 Grove Street site to allow emergency vehicle access.

DISCUSSION/ANALYSIS:
The applicant has provided the necessary dedication documents for an emergency vehicle access easement over a portion of 1402 Grove Street. A portion of the easement is required as part of the development project to meet fire code requirements. The emergency vehicle access easement is located over an existing paved surface. The location of the easement is shown on the attached

legal description exhibit. Dedication of this easement will enhance public safety access for the project site and the surrounding area.

The recommended resolution authorizes the City Manager to accept the dedication of the emergency vehicle access easement and directs staff to file the easement grant deed for recordation with the Sonoma County Recorder's Office. The resolution has been approved as to form by the City Attorney.

ALTERNATIVES:

Not approving the dedication of the emergency access easement will prevent legal emergency vehicle access to the project site at 1434 Grove Street, and the project will not meet fire code requirements.

FISCAL IMPACT:

Accepting the emergency vehicle access easement will not create additional fiscal responsibility on the City.

ENVIRONMENTAL ANALYSIS:

The project is categorically exempt per Section 15268, Ministerial Projects, of the California Environmental Quality Act.

ATTACHMENT(S):

Resolution
Exhibits A and B

CITY OF HEALDSBURG
RESOLUTION NO. __-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEALDSBURG ACCEPTING A DEDICATION OF AN
EMERGENCY VEHICLE ACCESS EASEMENT AT 1402
GROVE STREET (APN: 089-071-056)

WHEREAS, Joseph N. Belli living trust, record owner (hereafter “Owner”) of real property at 1402 Grove Street (APN 089-071-056) Healdsburg, California, is required to dedicate an emergency vehicle access easement to the City of Healdsburg as part of the project approval of an 11,000 square foot industrial warehouse building, City of Healdsburg development application file DR 2018-03, approved by the Healdsburg Planning Commission on October 22, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby accepts the dedication of the emergency vehicle access easement at 1402 Grove Street (APN: 089-071-056), Healdsburg, California, as described in Exhibit “A” and shown on Exhibit “B”, both of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to certify said acceptance and directs staff to file the emergency vehicle access easement grant deed with the Sonoma County Recorder’s Office for recordation.

PASSED, APPROVED AND ADOPTED, this 21st day of December 2020, by the following vote:

AYES: Council members: ()

NOES: Council members: ()

ABSENT: Council members: ()

ABSTAIN: Council members: ()

SO ORDERED:

ATTEST:

Evelyn L. Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3027 : Emergency Vehicle Access Easement Acceptance at 1402 Grove Street)

Exhibit "A"
EMERGENCY VEHICLE ACCESS EASEMENT

Lying within the City of Healdsburg, County of Sonoma, State of California and being a portion of the lands of the Joseph N. Belli, as trustee of the Joseph N. Belli Living Trust, as described by Grant Deed recorded under Document No. 2011-070721, Sonoma County Records, said portion is more particularly described as follows:

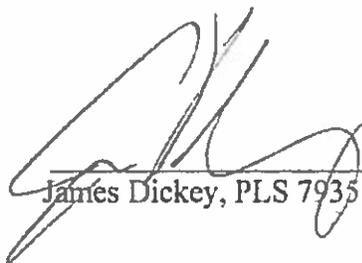
BEGINNING at a point South 38°59'35" East 2.26 feet from the northeasterly corner of Lot 3 as shown on Amended Sauers Industrial Park Unit 1, filed in Book 571 of Maps at Pages 24-27, Sonoma County Records, being on the common boundary of the said lands of Joseph N. Belli Living Trust recorded under Document No. 2011-070721, Sonoma County Records and the lands of Carole Sauers 2015 Living Trust dated May 5, 2015, as described by Trust Transfer Deed recorded under Document No. 2015-042449; thence along said common boundary North 38°59'35" East 2.26 feet to the Northeast corner of said Lot 3; thence along the northerly boundary of said Lot 3 North 89°20'28" West 346.43 feet to the easterly right of way of Grove Street; thence along said easterly right of way on a non-tangent curve to the left, the radius point of which bears North 66°09'53" East 273.00 feet; through a central angle of 5°54'55", for a length of 28.18 feet; thence leaving said right of way South 89°20'28" East 289.44 feet; thence along a curve to the left, having a radius of 25.00 feet, through a central angle of 31°09'33", for a length of 13.60 feet; thence North 59°29'59" East 37.99 feet to the POINT OF BEGINNING.

Containing 8,088 Square Feet more or less

END OF DESCRIPTION

Being a portion of APN 089-071-057, -056

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



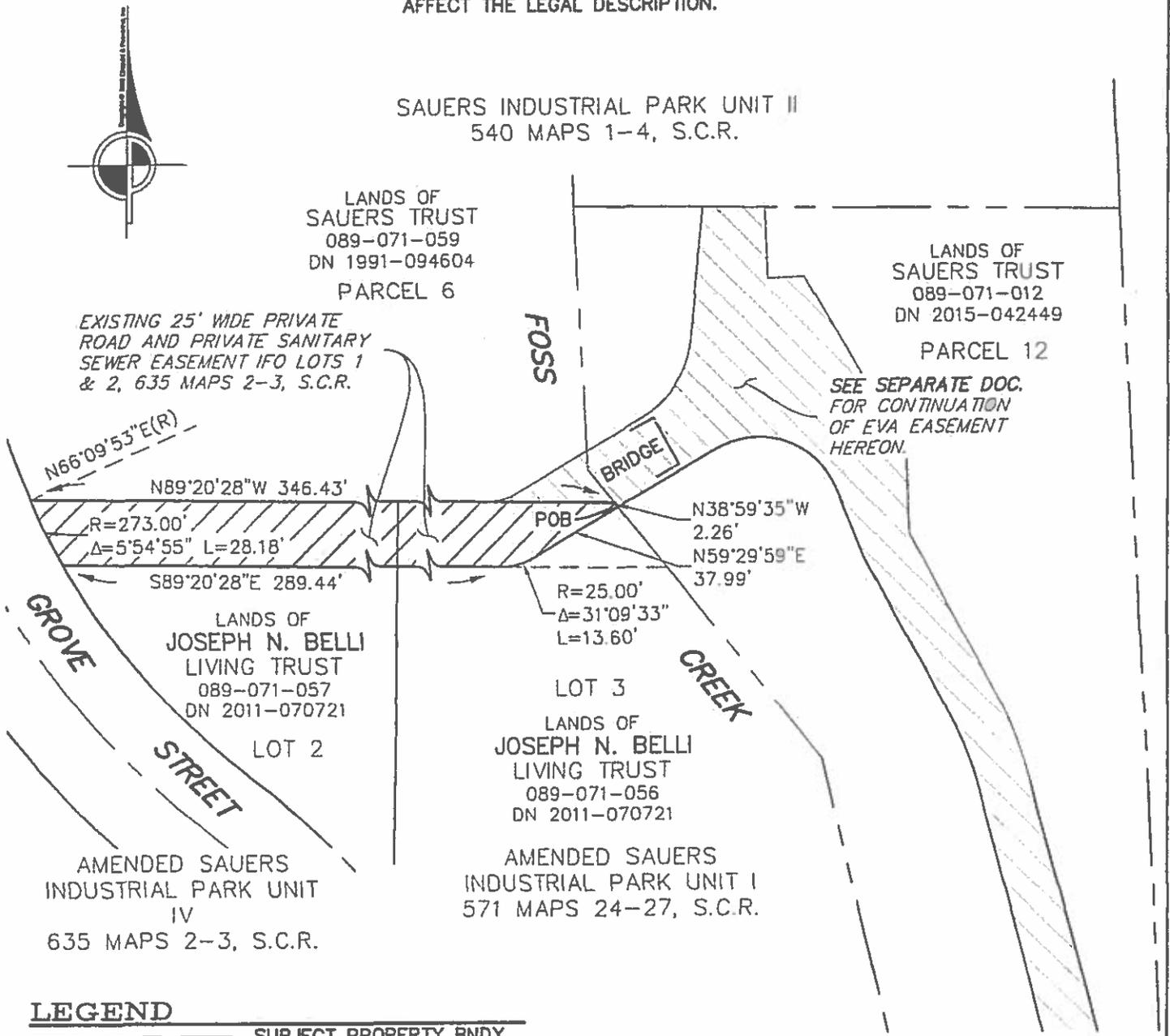
10/12/2020
Date

Attachment: Exhibits A and B (3027 : Emergency Vehicle Access Easement Acceptance at 1402 Grove Street)

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

SAUERS INDUSTRIAL PARK UNIT II
540 MAPS 1-4, S.C.R.



LEGEND

- SUBJECT PROPERTY BNDY
- ADJACENT PROPERTY LINE
- SURVEY TIE
-  EVA EASEMENT
- DN DOCUMENT NUMBER
- S.C.R. SONOMA COUNTY RECORDS
- POB POINT OF BEGINNING
- (R) RADIAL BEARING

(LINE TABLE - SEE PAGE 3 OF 3)

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THAT OF SAUERS INDUSTRIAL PARK UNIT II FILED IN BOOK 540 OF MAPS AT PAGES 1 THROUGH 4.



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268

Attachment: Exhibits A and B (3027 : Emergency Vehicle Access Easement Acceptance at 1402 Grove Street)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Dedication of An Emergency Vehicle Access Easement at 1410 Grove Street

PREPARED BY: Curt Bates, Principal Engineer

STRATEGIC INITIATIVE(S):
Maintain and Enhance Public Health and Safety

RECOMMENDED ACTION(S):
Adopt a Resolution Accepting an Emergency Vehicle Access Easement at 1410 Grove Street (APN: 089-071-057).

COMMUNITY ENGAGEMENT/OUTREACH:
Public notice was required as part of the development review process for the project.

BACKGROUND:
Joseph N. Belli is the owner of record of real property located at 1410 Grove Street. The Healdsburg Planning Commission approved design review for a 11,000 square foot industrial warehouse building on 1434 Grove Street, project file number DR 2018-13, at its October 22, 2019 public meeting. The City of Healdsburg does not currently have emergency vehicle access rights over 1410 Grove Street. A condition of approval of the 1434 Grove Street development was required to dedicate an emergency vehicle access easement to the City over a portion of the 1410 Grove Street site to allow emergency vehicle access.

DISCUSSION/ANALYSIS:
The applicant has provided the necessary dedication documents for an emergency vehicle access easement over a portion of 1410 Grove Street. A portion of the easement is required as part of the development project to meet fire code requirements. The emergency vehicle access easement is located over an existing paved surface. The location of the easement is shown on the attached legal description exhibit. Dedication of this easement will enhance public safety access for the project site and the surrounding area.

The recommended resolution authorizes the City Manager to accept the dedication of the emergency vehicle access easement and directs staff to file the easement grant deed for

recording with the Sonoma County Recorder's Office. The resolution has been approved as to form by the City Attorney.

ENVIRONMENTAL STEWARDSHIP:

The project received environmental review as part of the design review approval process for the project at 1434 Grove Street.

ALTERNATIVES:

Not approving the dedication of the emergency access easement will prevent legal emergency vehicle access to the project site at 1434 Grove Street, and the project will not meet fire code requirements.

FISCAL IMPACT:

Accepting the emergency vehicle access easement will not create additional fiscal responsibility on the City.

ENVIRONMENTAL ANALYSIS:

The project is categorically exempt per Section 15268, Ministerial Projects, of the California Environmental Quality Act.

ATTACHMENT(S):

Resolution
Exhibits A and B

CITY OF HEALDSBURG

RESOLUTION NO. __-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG ACCEPTING A DEDICATION OF AN EMERGENCY VEHICLE ACCESS EASEMENT AT 1410 GROVE STREET (APN: 089-071-057)

WHEREAS, Joseph N. Belli living trust, record owner (hereafter "Owner") of real property at 1410 Grove Street (APN 089-071-057) Healdsburg, California, is required to dedicate an emergency vehicle access easement to the City of Healdsburg as part of the project approval of an 11,000 square foot industrial warehouse building, City of Healdsburg development application file DR 2018-03, approved by the Healdsburg Planning Commission on October 22, 2019; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby accepts the dedication of the emergency vehicle access easement at 1410 Grove Street (APN: 089-071-057), Healdsburg, California, as described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to certify said acceptance and directs staff to file the emergency vehicle access easement grant deed with the Sonoma County Recorder's Office for recordation.

PASSED, APPROVED AND ADOPTED, this 21st day of December 2020, by the following vote:

AYES: Council members: ()

NOES: Council members: ()

ABSENT: Council members: ()

ABSTAIN: Council members: ()

SO ORDERED:

ATTEST:

Evelyn Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3028 : Emergency Vehicle Access Easement Acceptance at 1410 Grove Street)

Exhibit "A"
EMERGENCY VEHICLE ACCESS EASEMENT

Lying within the City of Healdsburg, County of Sonoma, State of California and being a portion of the lands of the Joseph N. Belli, as trustee of the Joseph N. Belli Living Trust, as described by Grant Deed recorded under Document No. 2011-070721, Sonoma County Records, said portion is more particularly described as follows:

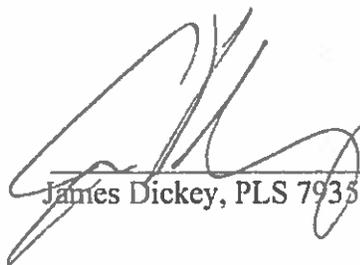
BEGINNING at a point South 38°59'35" East 2.26 feet from the northeasterly corner of Lot 3 as shown on Amended Sauers Industrial Park Unit I, filed in Book 571 of Maps at Pages 24-27, Sonoma County Records, being on the common boundary of the said lands of Joseph N. Belli Living Trust recorded under Document No. 2011-070721, Sonoma County Records and the lands of Carole Sauers 2015 Living Trust dated May 5, 2015, as described by Trust Transfer Deed recorded under Document No. 2015-042449; thence along said common boundary North 38°59'35" East 2.26 feet to the Northeast corner of said Lot 3; thence along the northerly boundary of said Lot 3 North 89°20'28" West 346.43 feet to the easterly right of way of Grove Street; thence along said easterly right of way on a non-tangent curve to the left, the radius point of which bears North 66°09'53" East 273.00 feet; through a central angle of 5°54'55", for a length of 28.18 feet; thence leaving said right of way South 89°20'28" East 289.44 feet; thence along a curve to the left, having a radius of 25.00 feet, through a central angle of 31°09'33", for a length of 13.60 feet; thence North 59°29'59" East 37.99 feet to the POINT OF BEGINNING.

Containing 8,088 Square Feet more or less

END OF DESCRIPTION

Being a portion of APN 089-071-057, -056

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



10/12/2020
Date

Attachment: Exhibits A and B (3028 : Emergency Vehicle Access Easement Acceptance at 1410 Grove Street)

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

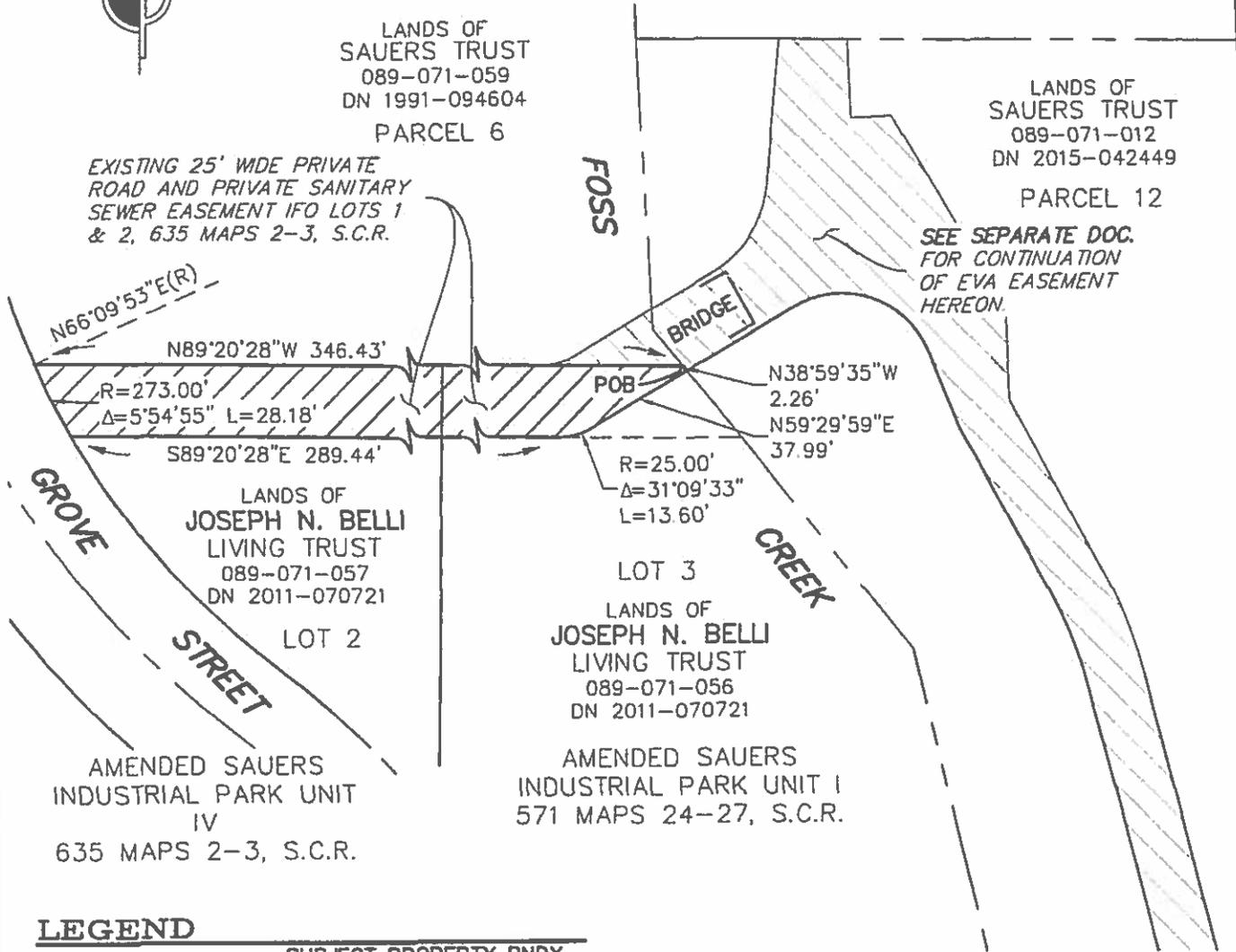
SAUERS INDUSTRIAL PARK UNIT II
540 MAPS 1-4, S.C.R.

LANDS OF SAUERS TRUST
089-071-059
DN 1991-094604
PARCEL 6

LANDS OF SAUERS TRUST
089-071-012
DN 2015-042449
PARCEL 12

EXISTING 25' WDE PRIVATE ROAD AND PRIVATE SANITARY SEWER EASEMENT IFO LOTS 1 & 2, 635 MAPS 2-3, S.C.R.

SEE SEPARATE DOC. FOR CONTINUATION OF EVA EASEMENT HEREON.



LEGEND

- SUBJECT PROPERTY BNDY
- ADJACENT PROPERTY LINE
- SURVEY TIE
- EVA EASEMENT
- DN DOCUMENT NUMBER
- S.C.R. SONOMA COUNTY RECORDS
- POB POINT OF BEGINNING
- (R) RADIAL BEARING

(LINE TABLE - SEE PAGE 3 OF 3)

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THAT OF SAUERS INDUSTRIAL PARK UNIT II FILED IN BOOK 540 OF MAPS AT PAGES 1 THROUGH 4.



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- BOUNDARY
- TOPOGRAPHIC
- CONSTRUCTION

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268

Attachment: Exhibits A and B (3028 : Emergency Vehicle Access Easement Acceptance at 1410 Grove Street)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Dedication of a Public Utility Easement at 1448 Grove Street

PREPARED BY: Curt Bates, Principal Engineer

STRATEGIC INITIATIVE(S):

Maintain and Improve Infrastructure and Facilities

RECOMMENDED ACTION(S):

Adopt a Resolution Accepting a Public Utility Easement at 1448 Grove Street (APN: 089-071-013)

COMMUNITY ENGAGEMENT/OUTREACH:

Public notice was required as part of the development review process for the project.

BACKGROUND:

Robert and Donna Sauers are the “Owners” of record of real property located at 1448 Grove Street. The easement is required to allow existing public utilities to be located within the 1448 Grove Street site that serve the 1434 Grove Street site that recently received a final certificate of occupancy for a warehouse building (Building Permit: BLDC-0165-2019).

DISCUSSION/ANALYSIS:

In order to accommodate existing public utilities located on the property, the property owners of 1448 Grove Street have dedicated a public utility easement as identified in attached exhibits A and B.

The recommended resolution authorizes the City Manager to accept the dedication of a public utility easement over a portion of 1448 Grove Street and directs staff to file the easement for recordation with the Sonoma County Recorder’s Office. The resolution has been approved as to form by the City Attorney.

ENVIRONMENTAL STEWARDSHIP:

The project received environmental review as part of the design review approval process for the project at 1434 Grove Street.

ALTERNATIVES:

There is no alternative. The public utility easement is a required condition of approval as part of Building Permit No. BLDC-0165-2019.

FISCAL IMPACT:

Accepting the dedication of easement for public utilities will not create additional fiscal responsibility on the City.

ENVIRONMENTAL ANALYSIS:

The project is categorically exempt per Section 15268, Ministerial Projects, of the California Environmental Quality Act.

ATTACHMENT(S):

Resolution

Exhibts A and B

CITY OF HEALDSBURG

RESOLUTION NO. __-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG ACCEPTING A DEDICATION OF A PUBLIC UTILITY EASEMENT AT 1448 GROVE STREET (PORTION OF APN: 089-071-076)

WHEREAS, the Sauers Family Limited Partnership, a California Limited Partnership, record owners (hereafter "Owners") of real property at 1448 Grove Street (APN: 089-071-076) Healdsburg, California, are required to dedicate a public utility easement to the City of Healdsburg as part of Building Permit No. BLDC-0195-2019; and

WHEREAS, Owners have dedicated in satisfaction of Building Permit No. BLDC-0195-2019 a public utility easement by separate instrument.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby accepts the dedication of public utility easement at 1448 Grove Street (portion of APN 089-071-076), Healdsburg, California, as described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to certify said acceptance and directs staff to file the Public Utility Easement with the Sonoma County Recorder's Office for recordation.

PASSED, APPROVED AND ADOPTED, this 21st day of December 2020, by the following vote:

AYES: Council members: ()

NOES: Council members: ()

ABSENT: Council members: ()

ABSTAIN: Council members: ()

SO ORDERED:

ATTEST:

Evelyn Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3030 : Public Utility Easement Acceptance at 1448 Grove Street)

Exhibit "A"
PUBLIC UTILITY EASEMENT

Lying within the City of Healdsburg, County of Sonoma, State of California and being a portion of Lot 2 as shown on the map "City of Healdsburg Parcel Map No. 193", filed in Book 781 of Maps at Pages 23 and 24, Sonoma County Records, also being a portion of the lands of Sauers Family Limited Partnership, a California Limited Partnership as described in Grant Deed recorded under Document Number 2019-096373, Sonoma County Records, said portion is more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 2 as shown on that certain map entitled "City of Healdsburg Parcel Map No. 193" filed in Book 781 of Maps at Pages 23 and 24, Sonoma County Records from which bears a found 1/2 iron pipe stamped LS 4793, North 89°20'28" West 25.00 feet; thence along said westerly line, South 18°37'58" West 28.93 feet; thence leaving said westerly line, North 70°21'30" West 38.48 feet, to the south line of a 15' wide public utility easement as described by deed under Document Number 2007-039309 Official Records of Sonoma county; thence along said south line of said easement, South 89°20'28" East 9.94 feet to the southeast corner thereof; thence along the east line of said easement, North 00°39'32" East 15.00 feet, to the north line of said Lot 2; thence along said north line, South 89°20'28" East 35.38 feet to the to the POINT OF BEGINNING.

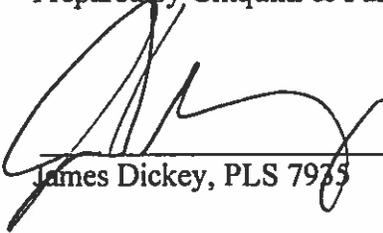
Containing 747 Square Feet more or less

END OF DESCRIPTION

Being a portion of APN 089-071-076

Basis of Bearings. Being North 37°39'22" West between found monuments as shown on the map entitled Sauers Industrial Park Unit II, recorded in Book 540 of Maps at pages 1 through 4, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



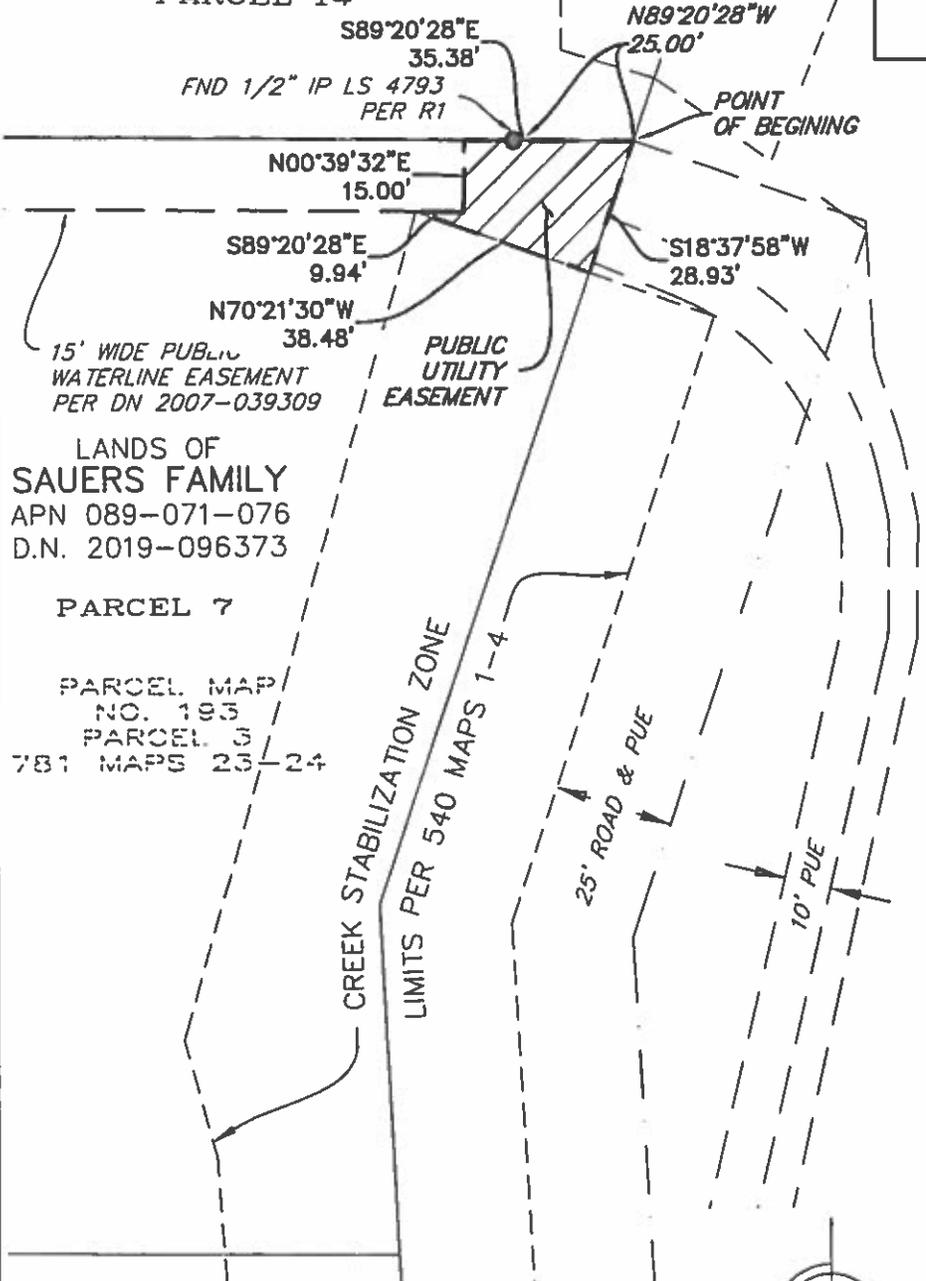
10/26/2020
Date

Attachment: Exhibts A and B (3030 : Public Utility Easement Acceptance at 1448 Grove Street)

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

LANDS OF
ZIEDRICH FAMILY TRUST
APN 089-071-067
D.N. 2013-065726
PARCEL 14

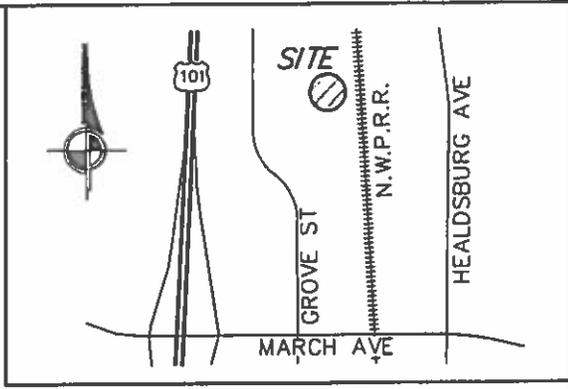


LANDS OF
SAUERS FAMILY
APN 089-071-076
D.N. 2019-096373
PARCEL 7

PARCEL MAP
NO. 193
PARCEL 3
781 MAPS 25-24

LANDS OF
BROWN TRUST
APN 089-071-013
D.N. 2018-025820
PARCEL 13

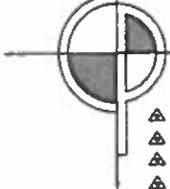
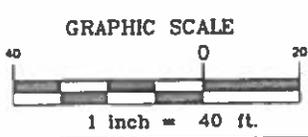
SAUERS INDUSTRIAL
PARK UNIT II
540 MAPS 1-4



SITE MAP - N.T.S.

LEGEND

- SUBJECT EASEMENT BOUNDARY
- ADJACENT PROPERTY LINE
- CREEK STABILIZATION ZONE
- PUBLIC UTILITY EASEMENT
- ROAD AND PUE
- P.O.B. POINT OF BEGINNING



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- BOUNDARY
- TOPOGRAPHIC
- CONSTRUCTION
- SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME:	1436 GROVE STREET	DRAWN BY: BMT	CHECKED BY: JMD
DESCRIPTION:	PUBLIC UTILITY EASEMENT	SCALE: 1" = 40'	DATE: 10/20/2020
		JOB #: 7421-16	PAGE: 2 OF 2

Attachment: Exhibts A and B (3030 : Public Utility Easement Acceptance at 1448 Grove Street)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Dedication of a Public Utility Easement at 1452 Grove Street

PREPARED BY: Curt Bates, Principal Engineer

STRATEGIC INITIATIVE(S):

Maintain and Improve Infrastructure and Facilities

RECOMMENDED ACTION(S):

Adopt a Resolution Accepting a Public Utility Easement at 1452 Grove Street (APN: 089-071-013).

COMMUNITY ENGAGEMENT/OUTREACH:

Public notice was required as part of the development review process for the project.

BACKGROUND:

Marc and Kathy A. Brown are the “Owners” of record of real property located at 1452 Grove Street. The easement is required to allow existing public utilities to be located within the 1452 Grove Street site that serve the 1434 Grove Street site that recently received a final certificate of occupancy for a warehouse building (Building Permit: BLDC-0165-2019).

DISCUSSION/ANALYSIS:

In order to accommodate existing public utilities located on the property, the property owners of 1452 Grove Street have dedicated a public utility easement as identified in attached exhibits A and B.

The recommended resolution authorizes the City Manager to accept the dedication of a public utility easement over a portion of 1452 Grove Street and directs staff to file the easement for recordation with the Sonoma County Recorder’s Office. The resolution has been approved as to form by the City Attorney.

ENVIRONMENTAL STEWARDSHIP:

The project received environmental review as part of the design review approval process for the project at 1434 Grove Street.

ALTERNATIVES:

There is no alternative. The public utility easement is a required condition of approval as part of Building Permit No. BLDC-0165-2019.

FISCAL IMPACT:

Accepting the dedication of easement for public utilities will not create additional fiscal responsibility on the City.

ENVIRONMENTAL ANALYSIS:

The project is categorically exempt per Section 15268, Ministerial Projects, of the California Environmental Quality Act.

ATTACHMENT(S):

Resolution

Exhibits A and B

CITY OF HEALDSBURG

RESOLUTION NO. __-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG ACCEPTING A DEDICATION OF A PUBLIC UTILITY EASEMENT AT 1452 GROVE STREET (PORTION OF APN: 089-071-013)

WHEREAS, the Lands of Marc Brown and Cathy A. Brown Revocable Trust, record owners (hereafter "Owners") of real property at 1452 Grove Street (APN: 089-071-013) Healdsburg, California, are required to dedicate a public utility easement to the City of Healdsburg as part of Building Permit No. BLDC-0195-2019; and

WHEREAS, Owners have dedicated in satisfaction of Building Permit No. BLDC-0195-2019 a public utility easement by separate instrument.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby accepts the dedication of public utility easement at 1452 Grove Street (portion of APN 089-071-013), Healdsburg, California, as described in Exhibit "A" and shown on Exhibit "B", both of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to certify said acceptance and directs staff to file the Public Utility Easement with the Sonoma County Recorder's Office for recordation.

PASSED, APPROVED AND ADOPTED, this 21st day of December 2020, by the following vote:

AYES: Council members: ()

NOES: Council members: ()

ABSENT: Council members: ()

ABSTAIN: Council members: ()

SO ORDERED:

ATTEST:

Evelyn Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3029 : Public Utility Easement Acceptance at 1452 Grove Street)

Exhibit "A"
PUBLIC UTILITY EASEMENT

Lying within the City of Healdsburg, County of Sonoma, State of California and being a portion of Parcel 13 as shown on the map entitled Sauers Industrial Park Unit II, filed in Book 540 of Maps at Pages 1 through 4, Sonoma County Records, also being a portion of the lands of the Mark Brown and Cathy A. Brown Revocable Trust dated October 23, 2014, as described by Trust Transfer Deed recorded under Document No. 2018-025820, Sonoma County Records, said portion is more particularly described as follows:

BEGINNING at a point along the westerly line of the said lands of the Mark Brown and Cathy A. Brown Revocable Trust, said point being the northeasterly corner of Lot 2 as shown on that certain map entitled "City of Healdsburg Parcel Map No. 193" filed in Book 781 of Maps at Pages 23 and 24, Sonoma County Records, from which bears a found 1/2 iron pipe stamped LS 4793, North 89°20'28" West 25.00 feet; thence leaving said westerly line South 68°50'29" East 52.72 feet; thence South 18°40'10" West 80.21 feet; thence North 71°19'50" West 25.00 feet; thence North 18°40'10" East 53.10 feet; thence North 65°46'05" West 27.78 feet to the said westerly line of said Parcel 13; thence along said westerly line North 18°36'47" East 26.71 feet to the POINT OF BEGINNING.

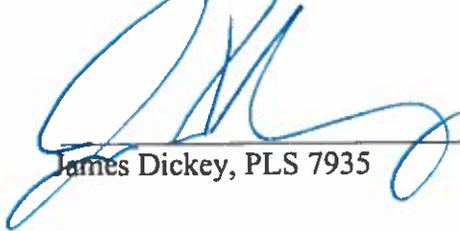
Containing 2,778 Square Feet more or less

END OF DESCRIPTION

Being a portion of APN 089-071-013

Basis of Bearings. Being North 37°39'22" West between found monuments as shown on the map entitled Sauers Industrial Park Unit II, recorded in Book 540 of Maps at pages 1 through 4, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



10/12/2020
Date

Attachment: Exhibits A and B (3029 : Public Utility Easement Acceptance at 1452 Grove Street)

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.

LANDS OF
ZIEDRICH FAMILY TRUST

APN 089-071-067
D.N. 2013-065726

PARCEL 14

N89°20'28"W
25.00'

N18°36'47"E
26.71'

N65°46'05"W
27.78'

N18°40'10"E
53.10'

N71°19'50"W
25.00'

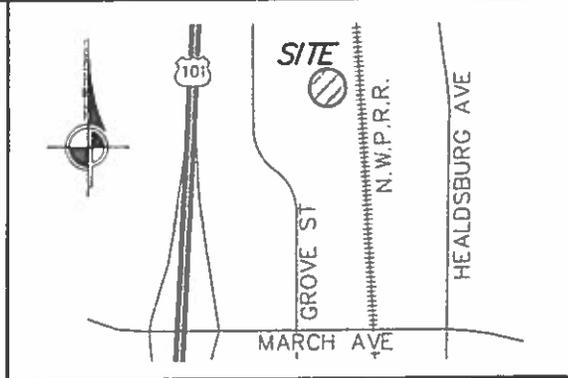
25' ROAD & PUE

10' PUE

CREEK STABILIZATION ZONE
LIMITS PER 540 MAPS 1-4

FND 1/2" IP LS 4793
PER R1 N89°20'28"W
36.24'

SITE MAP - N.T.S.



LANDS OF
BROWN TRUST
APN 089-071-013
D.N. 2018-025820
PARCEL 13

BACKFLOW PREVENTION DEVICES

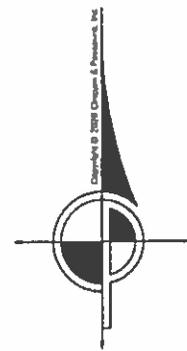
FIRE PROTECTION DDCV

SAUERS INDUSTRIAL
PARK UNIT II
540 MAPS 1-4

LANDS OF
SAUERS FAMILY
APN 089-071-076
D.N. 2019-096373

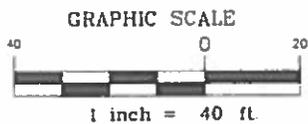
PARCEL 7

PARCEL MAP
NO. 193
PARCEL 3
791 MAPS 23+24



LEGEND

- SUBJECT EASEMENT BOUNDARY
- ADJACENT PROPERTY LINE
- CREEK STABILIZATION ZONE
- PUBLIC UTILITY EASEMENT
- ROAD AND PUE
- P.O.B. POINT OF BEGINNING



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- BOUNDARY
- TOPOGRAPHIC
- CONSTRUCTION
- SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME:	1434 GROVE STREET	DRAWN BY: SAJ	CHECKED BY: JMD
DESCRIPTION:	PUBLIC UTILITY EASEMENT	SCALE: 1" = 50'	DATE: 9/14/2020
		JOB #: 7421-16	PAGE: 2 OF 2

Attachment: Exhibits A and B (3029 : Public Utility Easement Acceptance at 1452 Grove Street)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Purchase of a Replacement Line Truck with Digger Derrick

PREPARED BY: Tyler Kettmann, Utility Technician

STRATEGIC INITIATIVE(S):

Effective & Efficient Government

Infrastructure & Facilities

Maintain and Improve Infrastructure and Facilities

RECOMMENDED ACTION(S):

Adopt a resolution approving the purchase of a line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick, authorizing the City Manager to execute the purchase order with Altec Industries Inc. in an amount not to exceed \$374,816, and increasing the appropriations in the Vehicle Fund for FY 2020-2021 by \$74,816.

COMMUNITY ENGAGEMENT/OUTREACH:

Not applicable.

BACKGROUND:

A Digger Derrick is a piece of equipment used to dig holes, set poles and work with a variety of materials. These machines typically handle anything from transformers to cross arms and backfill material such as dirt or rock. Digger Derricks are known as the workhorse of the utility industry.

All Altec Digger Derricks come standard with a lifetime structural warranty. Standard safety features like five function hydraulic overload protection, pole guide interlocks, auger and boom stow protection combine for a piece of equipment that is both rugged and versatile. Features such as the insulating, fiberglass third stage and radio remote controls ensure the operator's safety.

The City's existing Altec Digger Derrick equipped line truck was purchased in 2000. The Electric Utility utilizes this truck in its underground maintenance and construction operations for the electric distribution system. The existing line truck is at the end of its useful life and must be replaced. Lead time to build this equipment is one year. The unavailability of a fully useable

Digger Derrick equipped line truck would severely hinder the critical operations of the Electric Utility.

DISCUSSION/ANALYSIS:

The proposed replacement is an Altec DH50 rear mounted, fully hydraulic derrick. This unit is specified to be mounted on a custom 2022 Freightliner M2-106 chassis and paired with a custom 2020 Altec Body with all required components to meet the Electric Utility’s needed specifications to optimize their operation of the equipment.

Sourcwell (formerly NJPA) is a cooperative purchasing agency that offers purchasing solutions for products and services that are competitively bid nationally and made available for use by member agencies. The City has been a member of Sourcwell since 2007. “Piggybacking” on another competitively contract is allowed for in Section 3.24.080 A.8 of the Healdsburg Municipal Code and satisfies the City’s competitive bidding requirements.

Altec Industries provided the City a proposal on Sourcwell Contract # 012418-ALT for a new line truck. The proposal provides for an Altec DH50 series rear mounted Digger Derrick for \$315,545. Staff is requesting an additional \$59,271 in funding to cover miscellaneous vehicle startup costs including DMV registration, sales tax, lights, radio equipment, and a 10% contingency for any unforeseen changes to the build not included in the original bid specification.

Additional Costs not included in Proposal	
Sales Tax (8.75% on \$315,545)	\$ 27,610
DMV Fees (est.)	\$ 95
Tire Fees (est.)	\$ 11
10% Contingency	\$ 31,555
Total	\$ 59,271

Staff is requesting City Council approve this purchase, authorize the City Manager to execute the purchase order, and increase appropriations in the Vehicle Fund for fiscal year 2020-21 by \$74,816.

ENVIRONMENTAL STEWARDSHIP:

Not applicable.

ALTERNATIVES:

The Council could choose not to adopt the recommended resolution, and if so, additional direction to staff is requested.

FISCAL IMPACT:

An appropriation of \$300,000 was included in the Vehicle Fund for this purchase with the adoption of the fiscal year 2020-21 budget. The bid received from Altec Industries, Inc., exceeds the previously approved budget amount by \$15,545. Considerations for sales tax, DMV documentation fees, tire fees, and a 10% contingency for unforeseen changes to the design build

totaling \$59,271 should be added to the quote. In total, funding this purchase requires increasing the appropriations in the Vehicle Fund for fiscal year 2020-21 by \$74,816. Sufficient funds have been set aside by the Utilities Fund for capital replacement.

ENVIRONMENTAL ANALYSIS:

Pursuant to California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations, Section 15378 (b)(2), administrative actions do not qualify as a Project. Therefore, no further CEQA or environmental review is required.

ATTACHMENT(S):

Resolution
Altec Specifications
Chassis Specifications

CITY OF HEALDSBURG

RESOLUTION NO. -2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE HEALDSBURG APPROVING THE PURCHASE OF A LINE TRUCK WITH A REAR MOUNTED ALTEC DH50 FULLY HYDRAULIC DIGGER DERRICK, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH ALTEC INDUSTRIES, INC. IN AN AMOUNT NOT TO EXCEED \$374,816, AND INCREASING THE APPROPRIATIONS IN THE VEHICLE FUND FOR FY 2020-21 BY \$74,816

WHEREAS, a line truck with a rear mounted Digger Derrick is an essential piece of equipment for the critical operations of the Electric Utility ("Electric") with respect to meeting infrastructure maintenance needs; and

WHEREAS, the line truck with rear mounted Digger Derrick currently owned by the City has reached the end of its useful life; and

WHEREAS, staff wishes to purchase a line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick, to replace the truck currently owned by the City; and

WHEREAS, the lead time to build and deliver this equipment is one year or more; and

WHEREAS, Sourcewell (formerly NJPA) is a cooperative purchasing agency that offers purchasing solutions for products and services that are competitively bid nationally and made available for use by member agencies; and

WHEREAS, the City has been a member of Sourcewell since 2007; and

WHEREAS, "piggybacking" on another competitively bid contract is allowed for in Section 3.24.080 A.8 of the Healdsburg Municipal Code and satisfies the City's competitive bidding requirements; and

WHEREAS, Altec Industries, Inc. provided the City a proposal on Sourcewell Contract # 012418-ALT for a new line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick in an amount totaling \$315,545; and

WHEREAS, staff is requesting an additional \$59,271 in funding to cover miscellaneous vehicle startup costs including DMV registration, sales tax, lights, radio equipment, and a 10% contingency for any unforeseen changes to the build not included in the original bid specification; and

WHEREAS, an appropriation of \$300,000 was included in the Vehicle Fund with the adoption of the fiscal year 2020-21 budget for this purchase; and

Resolution No. ___-2020

Page 2

WHEREAS, staff is requesting a budget amendment increasing the appropriations in the Vehicle Fund for fiscal year 2020-21 by \$74,816; and

WHEREAS, the purchase of the line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick is exempt from environmental review under the California Environmental Quality Act as this action is not considered a “project” as defined in Title 14, California Code of Regulations, Section 15378(b)(2), as it has no reasonably foreseeable direct or indirect physical change on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby:

1. Approves the purchase of a line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick.
2. Authorizes the City Manager to execute a purchase order with Altec Industries, Inc. for a line truck with a rear mounted Altec DH50 fully hydraulic Digger Derrick, in an amount not to exceed \$374,816.
3. Increases the appropriations in the Vehicle Fund for FY 2020-21 by \$74,816.
4. Finds pursuant to Title 14, the California Code of Regulations, Section 15378(b)(2) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is not considered a “project” and is thus exempt from CEQA.

PASSED, APPROVED AND ADOPTED this 21st day of December 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINING: Councilmembers:

SO ORDERED:

ATTEST:

Evelyn L. Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3034 : Electric Line Truck Replacement Purchase)

November 18, 2020
 Our 91st Year

Ship To:
 CITY OF HEALDSBURG
 550 WESTSIDE RD
 UTILITIES YARD
 HEALDSBURG, CA 95448-9408
 US

Bill To:
 CITY OF HEALDSBURG
 401 GROVE ST
 CITY HALL: ATTN ACCOUNTS PAYABLES
 HEALDSBURG, CA 95448-4723
 United States

Attn:
 Phone: 707-431-3300
 Email:

Altec Quotation Number: 693983 - 4
Account Manager: William P Hamburger
Technical Sales Rep: Omar Salcedo

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model DH50H Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features:	1	
	<ul style="list-style-type: none"> A. Maximum Sheave Height: 50.6 ft B. Maximum Horizontal Reach: 41.0 ft C. Maximum Digging Radius: 29.0 ft D. Articulation: From 80 degrees above horizontal to 20 degrees below horizontal E. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding F. Insulated: 46 kV and below G. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved. H. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. I. System pressure gauges mounted on main control stations. J. Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis) K. Transferable Boom Flares include adjustable alignment guides. L. Pole Guides: proportionally controlled hydraulic cylinders drive open/close and tilt functions and include double pilot operated check valves to support poles in both tilt directions. Also includes two function pole guide interlock preventing any collisions between the pole guide and upper boom when the transferable flares are attached to the intermediate boom. 		

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
M.	Fiberglass Boom Tip with provisions for platform attachment.		
N.	Two-part load line attachment point on intermediate boom.		
O.	Full capacity fiberglass upper boom is round and is fabricated using a Centrifugally Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.		
P.	Proportional Fully-Hydraulic Control System: The pilot operated hydraulic system provides easy to operate controls with superior metering. Hydraulic control valves for Rotation, Boom Elevation, Boom Extension, Digger and Winch are fully hydraulic and controlled by a proportional pilot system which provides full metering and feathering characteristics.		
R.	Hydraulic Dump Valve installed in pedestal: Provides extra protection by diverting hydraulic flow away from the main control valve when unit is idle. Dump valve solenoid is electronically activated when a function is operated.		
S.	Boom Storage Protection System: switch on main boom activates hydraulic overload protection system to prevent operator from inadvertently placing excessive down force on boom stow bracket.		
T.	Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope.		
U.	Manual Override of Hydraulic Functions at main control valve.		
V.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.		
W.	Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.		
X.	Outrigger Control Valves, located at tailshelf		
Y.	Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion.		
Z.	Back-up Alarm, installed		
AA.	Tool outlets at tailshelf, tool control valve is integral to the outrigger control valve on the vehicle curbside.		
AB.	Two (2) Operator and Maintenance/Parts Manuals containing instructional markings indicating hazards inherent in the operation of an aerial device		
AC.	Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
AD.	Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance.		
AE.	Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Pilot Control System	1	
3.	Rear Mount Over Rear Axle for DH	1	
4.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	
5.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
6.	8 - Turntable Winch	1	
7.	11 - Normal winch speed (15,000 lbs)	1	
8.	95 - Digger, Two-Speed Hydraulic Shift (Hydrasync), 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
9.	2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft	1	
10.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	
11.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
12.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
13.	No Derrick Tong Protectors	1	
14.	Single handle controller, full view riding seat, installed on curbside of turntable, includes one T-handle, 3-function controller and foot throttle.	1	
15.	Jib, Fiberglass, 10 Ft, Material Handling, One (1) Piece PG&E style with three (3) pinning positions	1	
16.	128 - Jib Bracket - required for Code 119, 120, 121, or 122 jibs, has four (4) pinning positions on turntable winch or three (3) pinning positions on boom tip winch providing manual articulation, only one (1) Option Code 128 bracket is required for any one (1) or more jib options To have three (3) positions tilt inline 0, 15 and 30 degrees	1	
17.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
18.	Zone Rating System	1	
19.	Manual Hydraulic Outrigger Controls	1	
20.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units	1	
21.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: A. Maximum Spread: 153 inches measured from centerline of shoe pins	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) C. Standard Shoe Dimensions: 14 x 15.25 inches D. Hydraulic Outrigger Control Valves E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. F. Outrigger motion alarms G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed. 		
22.	Powder coat unit Altec White.	1	
23.	999 - Boom Out of Stow Indicator For upper boom	1	
24.	Additional Unit Option Keeper: - To keep the auger from falling off, if the pin breaks - To consist of a ring welded on the kelly bar and one on the hub of the auger and a piece of chain, with a coupler connecting them. - Chain is to be short enough that the auger will not come off of the kelly bar, if the pin is removed - yet long enough to unhook the chain for removal if the pin is in	1	
25.	Additional Unit Option Provisions are to be made to prevent the slack winch line from hanging up on other parts of the derrick, prevent any abrading of the line, and prevent pinching of the line between lip on the digger transfer mount and the lip on the intermediate weldment sections	1	
26.	Additional Unit Option Critical Fastener Torque Striping: - Mark critical fasteners with a white or blue torque stripe (color must be consistent on same truck) - All critical fasteners identified in the maintenance manual and all shear plate, rotation bearing, rotation gear box, insulator, and boom pin fastener	1	
27.	Additional Unit Option To include: - Horn switch located on the control console wired to horn - Switch for the spotlights that are located on the boom	1	
28.	Additional Unit Option Auger Safety Sling	1	
29.	Additional Unit Option	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Rope Guides - Roller Style: - Include provision to keep the rope from being pinched between the intermediate and the digger hanger brackets		
30.	Additional Unit Option Auger Hitch Pin	1	
31.	Additional Unit Option Two (2) Load Capacity Charts: - One (1) at the control station is to be illuminated for visibility at night - One (1) shipped loose for FA to install at curbside access	1	
	Note: the fts are to accurately reflect model capacities including any deducts for PG&E accessories (IE Jib, pole claw, etc.) *Deducts are to be included in chart weights, not shown as deduct from capacities *DO NOT to show more than a 14,999 LB load rating at any position		
32.	Additional Unit Option All momentary switches to be marine grade.	1	
33.	Additional Unit Option Truck Lite 81390 spotlights: - One (1) mounted on Curbside of boom just forward of the angle indicator to illuminate the boom tip area	1	
34.	Additional Unit Option Paint the boom tip and jib bracket with a minimum one coat "high visibility" orange.	1	
35.	Additional Unit Option Paint the outrigger components that will protrude past the width of the body with a minimum one coat "high visibility" orange.	1	
36.	Additional Unit Option Boom Angle Indicators, to include: - One (1) on each side of boom, top and bottom - Indicators to be mounted on low friction, corrosion resistant pivots	1	
37.	Additional Unit Option Digger Torque Chart: - To determine screw anchor torque from digger operating pressure - Horizontal axis to show hydraulic digger system pressure - Vertical Axis to show foot pounds of torque	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> - Reflect both high and low digger speeds - Install the chart on the top of the base boom, near the load capacity chart 		
38.	<p>Additional Unit Option</p> <p>PG&E Style Pole Guides:</p> <ul style="list-style-type: none"> - Pole guides must operate with the fully retracted PG&E jib stored on the boom - Pole guides should be pinnable and transferable to the second or third stage - Pole guides should include an interlock system that will prohibit extension of the fiberglass section when the pole guide is on the steel section and the guides are tilted down - Provide holding valves on pole guide tilt and arm open/close circuits - Pole guides must be able to achieve 0 degree elevation with the boom at 80 degree elevation - Pole guides must be capable of handling a Class 1, 90-foot pole, weighing approximately 6,500 pounds 	1	
39.	<p>Additional Unit Option</p> <p>Safety chain to eliminate the auger from falling off if the pin breaks. To include:</p> <ul style="list-style-type: none"> - Chain to consist of a ring welded on the kelly bar and one on the hub of the auger (when welding on the kelly bar and auger ensure that they are in line with each other) connected with a Gunnebo Johnson (or equivalent) mechanical link G-10-10 and a Klien 455 snap connector. - Installed, the assembly should be short enough so that the auger will not come off of the kelly bar if the pin is removed yet just long enough to unhook the chain for removal if the pin is in. 	1	
40.	<p>Custom - Horn at Lower Controls</p> <p>for CA Crane Certification</p>	1	
<u>Unit & Hydraulic Acc.</u>			
41.	Unit Installation Components.	1	
42.	<p>Bullet Teeth Auger Custom Option 1</p> <p>22 Inch DIA with 2-1/2 Inch Hex x 104 Inch L (Painted Black) ENG Ref: P/N 9700-40565</p>	1	
43.	<p>Custom Winch Rope</p> <p>Two (2) sets of Samson Stable Braid Rope (one installed on turntable winch and another shipped loose):</p> <ul style="list-style-type: none"> - Blue tracer and soft eyes on both ends - 140 Feet, 1-1/8 inch 	2	
44.	Load Line Swivel Hook, 8-1/2 Ton (Crosby)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
45.	Two-part load line kit for turntable winch, includes snatch block and clevis. To be rated at twice capacity of winch rope	1	
46.	Nylite Spool, Shackle, and Shield for Winch Rope	1	
47.	DH Series Derrick Subbase (Rigid) To include: - Subbase and outriggers are to be installed on the chassis frame with no spacer blocks and attached with Grade 8 bolts and lock nuts/washer (no huck bolts) - Mounting bolts are accessible for maintenance. - All shear plate bolts should be marked with a white or blue torque stripe (color must be consistent on same truck)	1	
48.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage To include: - Subbase door lock must match the body door locks and include guard on the inside over latch assembly - Latch should be on the left side of the door. - Side Tube Stops for kelly bar extension shaft and ground rod storage - 8ft on streetside - 10ft on curbside	1	
49.	Reservoir, 60 Gallon, (Altec Standard) Installed behind cab in front of boom rest, to include: - Sight Gauge - Sealed filler spout - Sized to sufficiently dissipate circuit heat while unit is in continuous operation at full throttle while digging in an ambient temperature of 110 degrees F. - Provide shut-off gate valves on tank suction, tank drain, tank return lines and both sides of remote mounted filter. Secure with zip ties.	1	
50.	Temperature Sight Gauge	1	
51.	HVI-22 Hydraulic Oil (Standard).	65	
52.	Piston Pump, Pressure Compensated, right hand rotation, provides 46 gpm max system flow at 3000 psi max system pressure.	1	
53.	Hot shift PTO for automatic transmission	1	
54.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

Note: the PTO needs to be wired so that it will not engage without the transmission in

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	neutral and the park brake set. When the PTO is engaged it will also engage the operational brake.		
55.	Braden PCD24B Hydraulic Capstan, 30 GPM, 4000 LBS. Includes emergency stop switch mounted near capstan, with indicator light in cab. To include: - Installed in CS rear vertical, with adequate bracing to eliminate flexing - Start/Stop switch recessed at rear fender under curbside horizontal, aft of rear axle - Placard stating function - 3 position toggle switch recessed in the rear fender panel aft of rear axle to control the winch direction ENG Ref: Capstan controls.jpg - Placard stating: Clockwise-Neutral-Counterclockwise - Emergency stop button installed curbside near toggle switches. Provide a metal guard around the switch	1	
56.	Cathead, General Purpose Capstan Head (Aluminum) to be GMP G1072	1	
57.	Capstan Mounting Bracket Without Protective Cover	1	
58.	Capstan Control, Foot Pedal (Bi-Directional), Electrohydraulic, 25 FT Cable w/Trailer Style Connector (Meterable) Electric Proportional Foot Controller: - 25 foot RF protected cord with a 6 pole quick connect plug on the end to connect to the capstan control valve, the female side of this plug should be mounted under vertical compartment with capstan - When foot controller is at rest, the angle of the pedal should be no more than 30 degrees - Foot controller should vary the capstan speed from 0-30 fpm of line pull on the 7 inch capstan head (equivalent to approx. 4 revolutions in 15 sec)	1	
59.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
60.	Spring Loaded Hose Reel, 50 FT Hose Capacity Installed at CS rear of tailshelf, include fairlead for payout to rear of truck	1	
61.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return) Hydraulic tool circuit: - Adjustable flow from 0 to 8 GPM with 2000 PSI at engine operating speed - To work simultaneously with the boom functions - Flow control should be located in an operator accessible location - Ensure the pressure at the tool circuit is 2000PSI, 5 GPM	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	- Parker FF series 3/8" body couplers with dust covers		
62.	50' Non-Conductive Hose Kit, Orange, Includes Quick Disconnects and Dust Caps (Male Pressure, Female Return)	1	
63.	Tiiger Pole Puller and Brackets Model 4001D	1	
64.	Pole Puller Storage Bracket Install on the CS front outrigger leg	1	
65.	Custom Hydraulic Tool 45# Stanley BR45135S with anti-vibration handles and non-conductive hose whips, installed at Altec recommended location Include the following attachments: - 1 1/4", Ground rod driver 04367 - 3" Chisel Blade 02337 - Moil point 02336.	1	
66.	Manual Outrigger Valve Installation, Derricks	1	
67.	Additional Unit/Hydraulic Accessory Front and Rear outriggers shall extend a minimum of 8" below ground level and shall retract within the body width.	1	
68.	Additional Unit/Hydraulic Accessory Kelly Bar: - 2 1/2 inch diameter x 6 foot long with a 15 degree tapered head - HH 5/8" x 5.5" long hitch style pin (ILO bolt) with keeper lanyard for attaching the auger	1	
69.	Additional Unit/Hydraulic Accessory Hydraulic Requirements: - All hydraulic hoses and fittings are to be parker crimp type. Hydraulic lines and hoses to maintain a 4:1 safety factor. - All hydraulic hoses must be routed in a manner as to be clear of the exhaust and driveline components. Provide metal shielding to preclude hydraulic fluid leakage onto the exhaust components. Hydraulic lines must be routed as to avoid low points on underside of chassis. - Provide quick disconnects for pressure check points at each pump section discharge port or at the control valve bodies. Test ports to be easily accessible. Provide protective cover/dust boot for test port.	1	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

Body

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
70.	Altec Body	1	
71.	Steel Body	1	
72.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	<ul style="list-style-type: none"> A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. H. B-Line Channel Installed In Compartments 		
73.	Smooth Galvanneal Steel Floor	1	
74.	Service Line With Step (SLS)	1	
75.	Finish Paint Body Altec White	1	
76.	Undercoat Body	1	
77.	Approximate Body Length (Engineering to Determine Final Length) 160"	1	
78.	94" Body Width	1	
79.	Custom Body Compartment Height 54"	1	
80.	18" Body Compartment Depth	1	
81.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
82.	Curbside Smooth Compartment Tops	1	
83.	Streetside Smooth Compartment Tops	1	
84.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	10	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	To include all external cargo boxes		
85.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
86.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
	To include: - Provide a total of four (4) sets of keys - All locks should be oriented in the same direction		
87.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	9	
88.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
89.	Chains On All Horizontal Doors	1	
90.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
	CS chock holder to be forward of rear axle		
91.	Hotstick Shelf Extending From Rear Of Second Vertical To Rear Of Body On Streetside	1	
92.	Custom Body Hotstick Shelf Option	1	
	Provide the following: Four (4) 2.5" ID PVC tubes Three (3) 3.5" ID PVC tubes		
93.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
	door to fully open 180*		
94.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
	Each hook to hold a minimum of 25 Lbs		
95.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
	Each hook to hold a minimum of 25 Lbs		
96.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
	Each hook to hold a minimum of 25 Lbs		
97.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 2" Centers	4	
98.	3rd Vertical (SS) - Adjustable Shelf With Removable Dividers On 2" Centers	4	

Attachment: Altec Specifications (3034 : Electric Line Truck Replacement Purchase)

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
99.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 2" Centers	1	
100.	Rear Vertical (SS) - Adjustable Shelf With Removable Dividers On 2" Centers	4	
101.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 2" Centers To be installed above hooks	1	
102.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall Each hook to hold a minimum of 25 Lbs	2	
103.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall Each hook to hold a minimum of 25 Lbs	4	
104.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall Each hook to hold a minimum of 25 Lbs	2	
105.	Custom 1st Vertical (CS) Compartmentation Reinforce compartment top with 1/4" plate for generator mounting	1	
106.	2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock) Include louver panel for chainsaw storage - Must be able to fully open towards cargo floor and remain open for maximum access - Provide gas shock to be removable - Grab handles shall be reinforced with backing plates and gussets. - Grab handles to be braced against grip strut where applicable in order to avoid pinch points - High enough to not block access storage from opening fully	1	
107.	3rd Vertical (CS) - Adjustable Shelf With Removable Dividers On 2" Centers	5	
108.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 2" Centers	2	
109.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 2" Centers Installed in upper portion of rear vertical	2	
110.	Custom Rear Vertical (CS) Compartmentation Compartment to be divided into two sections using two doors, each door to have keyed locks Top portion to be weathertight and sealed off from dust in lower portion	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Through shelf extending to SS rear vertical wall, above cargo floor, to be 10"H and a wide as rear wall of vertical		
	Bottom section of compartment door will have an opening with a sliding door for use with capstan inside compartment - Provide provisions for capstan mounting		
111.	D-Ring Recessed In Body Floor 360 Degree Rotation	6	
	Evenly spaced toward front half of cargo floor for transformer tie downs		
112.	24" L Steel Tailshelf, Width To Match Body	1	
113.	Steel L-Shaped Grab Handle Installed on Tailshelf	2	
	To extend from rear wall of vertical to corners of tailshelf on CS and SS - Large enough for use with tying ropes ENG Ref: RearLHandlesSS.jpg (and CS) in TC		
114.	Steel Cross Storage Located Between Tailshelf Floor And Top Of Subbase, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
	Minimum 8" W inside clear opening		
115.	Smooth Galvanneal Steel Tailshelf	1	
116.	Steel Top Opening Storage Box, One (1) Smooth Lid, Gas Props, Hasp Lock, Handle Parallel To Ground And Centered (2 Handles for Boxes Greater Than 108")	1	
	56"W x 20"D x 18"H to be installed at front of cargo area, raised 7" from cargo floor		
117.	Uni-Strut (B-Line Style) Installed On Curbside Interior Cargo Wall, Mounted As High As Possible	1	
	Reinforced for hanging formed wire -Include rear facing of compartment		
118.	Uni-Strut (B-Line Style) Installed On Streetside Interior Cargo Wall, Mounted As High As Possible	1	
	Reinforced for hanging formed wire -Include rear facing of compartment		
119.	Uni-Strut (B-Line Style) Locking Swivel Hook With Hardware	16	
	Eight (8) each side, installed on SS and CS		
120.	Additional Body Option	1	
	B-line in all compartments to run full height		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
121.	Additional Body Option Install washer rack, to be bolt on rear SS of tailshelf - Three (3) rows and three (3) columns of 1/2" round stock, 10"H each ENG Ref: RearLHandleSS.jpg in TC	1	
<u>Body and Chassis Accessories</u>			
122.	ICC (Underride Protection) Bumper Installed At Rear	1	
123.	Swivel Style Pintle Hitch (100 000 LB MGTW with 20 000 LB MVL), Air Cusion, 4-Bolt Face Mount, Premier 2200A	1	
124.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount. Sized appropriately for a minimum of a 30,000 Lbs trailer	1	
125.	Eyebolt For Trailer Breakaway Cable, 3/8 Inch	1	
126.	Custom Glad Hands OEM air lines to be run to rear of truck and capped off - Remove OEM glad hand attachments	1	
127.	Custom Access Step Access Ladder - Attached to the front of the riding seat - Bottom step to be as low as possible - Ensure bottom step clears the horizontal storage box, and outriggers - Provide ability to easily stow riding seat control ladder upright when operating machine	1	
128.	Lower Boom Rest Weldment	1	
129.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
130.	Plastic Outrigger Pad, 24 x 24 x 1 Inch, Black With Handle DICA	4	
131.	Pendulum Retainers For Outrigger Pad Holders	4	
132.	Custom Outrigger Pad Holder Installed near each outrigger under body and have two sections, one for pads and one for cribbing - Top portion to be 30"D x 25"W x 2"H	4	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	- Bottom portion to be same depth x width and 4.5" H for cribbing		
133.	Mud Flap Without Altec Logo (Pair)	1	
134.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
135.	U-Shaped Grab Handle	1	
	Installed for curbside access, to include:		
	- Grab handles shall be reinforced with backing plates and gussets.		
	- Grab handles to be braced against grip strut where applicable in order to avoid pinch points		
	- High enough to not block access storage from opening fully		
136.	Capstan Head Storage	1	
	Installed above pole puller on CS outrigger		
137.	Custom Slope Indicator	4	
	Reiker Instruments PN 1017SPL2-5/10		
	- One (1) each side on the Flatbed Rear, for leveling side-to-side		
	- One (1) each side on the Flatbed Sides, for leveling front-to rear		
138.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	
139.	Water Cask Bracket Only, For 3 or 5 Gallon (Sheet Metal)	1	
	Install on SS front outrigger		
140.	Water Cask 3 Gallon (Plastic)	1	
141.	Custom Wire Rack/Reel	1	
	T-stand wire rack, installed at rear, centered behind rear outriggers		
	ENG Ref:T_WireRack.jpg in TC		
142.	Pole Rack Two Pole Capacity With Ratchet Tie Binders (Removable At Rear)	1	
	ENG Ref: DJ 67858940		
143.	Secondary Boom Saddle For Offset Stowing Of Derrick Due To Pole Rack	1	
144.	Triangular Reflector Kit, Shipped Loose	1	
145.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
146.	Vinyl manual pouch for storage of all operator and parts manuals	1	
147.	Outrigger Control Guards- Underhung Tailshelf Mount	1	
148.	Front License Plate Provisions To Be Provided By Final Assembly, No Light Needed	1	
149.	Additional Body/Chassis Accessory OK Champion #A26130/4.1 swivel sheave, to be mounted with water cask bracket	1	
150.	Additional Body/Chassis Accessory Rooster tail mounting provisions at CS of front bumper, to be receiver tube style with locking pin ENG Ref: FrontBumper.jpg in TC	1	
151.	Additional Body/Chassis Accessory Shovel Storage: - Three (3) 2" diameter metal tubes - Installed on side wall of horizontal storage box on unistrut - 2 ft from rear of hotstick box, facing bed area	1	
152.	Additional Body/Chassis Accessory Provide 2" square receiver tube on tail shelf rear CS corner, payout to CS - Use for CS rigging	1	
153.	Additional Body/Chassis Accessory Weld on two (2) steel J-hooks, one (1) on each side of boom rest, facing cargo area - Distance between outside of hooks to be 69" ENGR Ref: Sling Rack.jpg	2	
154.	Additional Body/Chassis Accessory Sign Base Holders: - Install two (2) Tripod Holders, 8.5"x8.5" 16" deep storage areas for sign bases - Installed on SS front of body	1	
155.	Additional Body/Chassis Accessory Rigging D-ring for Capstan, located on curbside, to include: - Must withstand load of capstan - Decal showing capacity of D-Ring	1	
156.	Additional Body/Chassis Accessory Wire storage rack, 24"L x 28"W x 20"H with 4 sections (bicycle rack style) - To hold 30"D x 3.5"W, installed in front of pedestal	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
157.	Additional Body/Chassis Accessory Swivel sheave (Rooster tail), Breaker and accessory three (3) part holder rack constructed with the following items - First: 2" vertical receiver tube, 8"H for swivel sheave - Second: Three (3) 2" vertical receiver tubes, clustered as close as possible for spade, prick and ground rod driver attachments - Third: 1-1/2" vertical receiver tube for storage of hyd breaker tool To be installed on SS of cargo floor	1	
<u>Electrical Accessories</u>			
158.	Compartment Lights Wired To Dash Mounted Master Switch	1	
159.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
160.	Altec Standard Amber LED Strobe Light with Brush Guard One (1) installed each side of boom rest, inboard of go-lights	2	
161.	6-Position Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights On Body Sides, Two (2) Round Lights At Rear	1	
162.	Custom Grounding Equipment. Mild Steel Grounding Lug, to include: - 5/8" dia x 7" long - Installed end of frame curbside	1	
163.	Flood Light, LED, with Aluminum Housing, Trilliant, Wide Pattern, 3.94" W x 3.94" H x 2.33" D Installed at center of boomrest, underhung, facing cargo area	1	
164.	Remote Spot Light, LED, Permanent Mount with Wireless Dash Mounted Controls and Programmable Wireless Remote Installed on CS and SS of boomrest	2	
165.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
166.	Altec Standard Multi-Point Grounding System	3	
167.	Custom Grounding System 2/0 Copper Cable - Installed as needed to connect unit, body, subbase, truck frame and the chassis cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	together		
168.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
	<ul style="list-style-type: none"> A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators B. 2 Inputs With Independent Triggers C. Heated Infrared Camera With Day/Night Sensor And Audio D. Mirror/Normal View E. IP68 Rated F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. 20 Meter Cable Assembly 		
169.	Install backup camera monitor on the front windshield in lieu of the rearview mirror.	1	
170.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
171.	7-Way Trailer Receptacle (RV Blade Type)	1	
	Wired to OEM trailer controller		
172.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
173.	3000 Watt Honda gasoline powered generator kit with a nylon generator cover. The generator will be an electric start type	1	
	Honda EU3000iS, installed above 1st vertical CS		
174.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure	2	
	<ul style="list-style-type: none"> Hardwired to generator - One (1) installed at CS front of body - One (1) installed at CS rear of body 		
175.	Electrical Cord Reel, Retractable, Includes 50' Of 12-3 Cord, Ball Stop, and Receptacle	1	
	Include fairlead, payout to CS rear of tailshelf		
176.	Pre-Wire Power Distribution Module (Includes Operators Manual)	1	
177.	Install Remote Start/Stop system in Final Assembly.	1	
178.	Install Outrigger Interlock System	1	
179.	Boom Out Of Stow Indicator For Lower Boom	1	
180.	PTO Indicator Light Installed In Cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
181.	<p>Additional Electrical Accessory</p> <p>All wiring to conform to the below standards:</p> <ul style="list-style-type: none"> - All wiring, both internal and external, to be loomed and fully protected. Loom to be securely fastened to the inside of compartment walls - Install rubber or plastic grommets when/where wiring passes through compartment walls and frame rails - If junction boxes are used, they are to be weather-tight and covered - Special attention should be placed in the quality of wiring, trucks should be highly uniform from one truck to the next, anything less than that uniformity and high quality - All grounds for lighting to be bolted, not riveted - All battery grounds are to run directly to the truck frame - All auxiliary lighting to be wired ignition hot - All battery and breaker connections in the battery box are to include rubber boots over the terminations - All battery wiring to be fused 	1	
182.	<p>Additional Electrical Accessory</p> <p>Install outrigger override to allow unit to operate with outriggers NOT fully deployed, keyed switch on dash</p>	1	
183.	<p>Additional Electrical Accessory</p> <p>Mobile Mounts MMFAIP-10-3964-W</p> <ul style="list-style-type: none"> - Connect PDU to ignition sense power source: must see constant 12V through start/run key cycle - Set to 2 hour shutdown - Install behind driver seat on the back wall of the chassis cab - Allow sufficient clearance for full range of seat configurations - Power source wire feed to be a 12 gauge - Connect PDU to PTO signal 	1	
<u>Finishing Details</u>			
184.	<p>Finish Paint Body Accessories Above Body Floor Altec White</p>	1	
185.	<p>Custom paint.</p> <p>ORANGE: Akzo code FLNA2211</p> <ul style="list-style-type: none"> - Grab handles - Cone Holder <p>RED:</p> <ul style="list-style-type: none"> - 1 inch wide red stripe around 360 degrees of the upper half of the fiberglass boom section to indicate the minimum extension for insulated use 	1	
186.	<p>Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e.</p>	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.		
187.	Apply Non-Skid Coating to all walking surfaces Extra Grit, to include: - Top of all boxes	1	
188.	Altec supplied customer decals installed. To include: - Outrigger Caution Decals - Rope and Reeving decal - Lubrication chart to show lubrication points, recommended lubricant, service interval and method of lubrication - Red reflective tape for boom stow alignment - Digger Torque Chart with separate lines for high and low speeds. - Vertical Axis, foot pounds of torque - Horizontal Axis, Hydraulic system pressure - Tool Circuit Pressure Side is male and Closed/Open Tool Circuit Labels on Tailshelf - DC Dielectric Boom Test Label on the pedestal - Capacity decal installed on jib housing and near operators console	1	
189.	English Safety And Instructional Decals	1	
190.	Vehicle Height Placard - Installed In Cab Placarded at 2" over actual.	1	
191.	Placard, HVI-22 Hydraulic Oil	1	
192.	Dielectric test unit according to ANSI requirements.	1	
193.	Stability test unit according to ANSI requirements.	1	
194.	Completed Test Forms To Be Included In The Manual Pouch A. Stability Test Form B. Dielectric Test Form (For Insulating Units)	1	
195.	Pre-delivery / Customer Validation Inspection Required	1	
196.	Focus Factory Build	1	
197.	Delivery Of Completed Unit	1	
198.	Inbound Freight	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
199.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
200.	Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) Travel height not to exceed 12'6" to top of pole tongs	1	
201.	Additional Finishing Detail California Crane Certification	1	
202.	Additional Finishing Detail Ensure the following items are in the truck prior to delivery: <ul style="list-style-type: none"> - Two (2) copies of Derrick, PTO/Hydraulic pump operating manual - Two (2) copies of Derrick, PTO/Hydraulic pump service and maintenance manual (As built schematics (electrical, pneumatic, and hydraulic) MUST BE included in these manuals) - Two (2) copies of Derrick, PTO/Hydraulic pump parts manual - One (1) manual for all auxiliary components added to the vehicle - Two (2) copies of the following: <ul style="list-style-type: none"> - Weight Slip (total weight and rear axle weight) - Dielectric Test (boom and liner if applicable) - Stability Test 	1	
203.	DH50H-TR FA Installation	1	
<u>Chassis</u>			
204.	Altec Supplied Chassis	1	
205.	Chassis	1	
206.	2022 Model Year	1	
207.	Freightliner M2-106	1	
208.	4x2	1	
209.	120 Clear CA (Round To Next Whole Number)	1	
210.	Regular Cab	1	
211.	Chassis Cab	1	
212.	Dual Rear Wheel	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
213.	Chassis Color - White	1	
214.	Cummins L9	1	
215.	Diesel	1	
216.	350 HP Engine Rating 1150 ft-lbs torque	1	
217.	Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
218.	GVWR 39,000 LBS	1	
219.	18,000 LBS Front GAWR Axle: Meritor MX18-120HR Suspension: Parabolic, taper leaf with shock absorbers	1	
220.	Spring Suspension	1	
221.	23,000 LBS Rear GAWR	1	
222.	385/65R22.5 Front Tire Michelin XZY-3 18 ply, to include: - Aluminum Wheels	1	
223.	11R22.5 Rear Tire Michelin XDY 16 ply, to include: - Aluminum Wheels	1	
224.	Air Brakes	1	
225.	Park Brake In Rear Wheels	1	
226.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
227.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
228.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
229.	Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8.2 (DS) (266-013)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
230.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
231.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
232.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
233.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
234.	Chassis Idle Engine Shut-Down Required	1	
235.	50-State Emissions	1	
236.	Clean Idle Certification	1	
237.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
238.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
239.	Front Frame Extensions	1	
240.	Battery Under Cab Left Hand	1	
241.	Air Horn Under Cab Dual air horns and electric horn	1	
242.	AM/FM Radio	1	
243.	Bluetooth	1	
244.	Air Conditioning	1	
245.	Power Door Locks	1	
246.	Power Windows	1	
247.	Tilt Steering Wheel and adjustable	1	
248.	Tinted Windshield All cab glass to be tinted	1	
249.	Driver Controlled Locking Differential	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
250.	Trailer Air Brake Package	1	
251.	Trailer Brake Controller (Factory Installed) Electronic controller	1	
252.	Transmission Oil Cooler	1	
253.	Other Exterior Cab Options 7" x 16" West coast type mirrors and two 6" spot mirrors	1	
254.	Air Ride Drivers Seat Air suspension, high back, driver seat with air lumbar support	1	
255.	Other Seat Options Fixed, bench passenger seat with under seat storage	1	
256.	Additional Chassis Option Grab Handles, to include: - A and B pillar mounted, interior grab handles, street and curb side. - B pillar mounted exterior grab handle, curb and street side.	1	
257.	Additional Chassis Option Door mounted storage pocket, street and curb side.	1	
258.	Additional Chassis Option Two (2) 12V in dash power outlets	1	
259.	Additional Chassis Option Lighting, to include: - Daytime Running Lights - Fog Lights - LED Headlights	1	
260.	Additional Chassis Option Front tow hooks	1	
261.	Additional Chassis Option Ergonomic cab entry with offset vertical steps for cab ingress/egress. Non slip edge to be	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	added to the outer edge of step.		
262.	Additional Chassis Option	1	
	Wheels and bumper to be Polished/Argent Silver		

Additional Pricing

263.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
264.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing.	1	

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	\$311,979
Delivery to Customer:	\$3,566
TOTAL FOR UNIT/BODY/CHASSIS:	\$315,545

Altec Industries, Inc.

BY _____

Omar Salcedo

Notes:

- 1 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 2 Altec Standard Warranty:
 - One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

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Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

5 F.O.B. - Customer Site

6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Interest charge of 1/2% per month to be added for late payment.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Delivery: 360-390 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

11 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the

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And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 12 This quotation is valid until DEC 07, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.
- 13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 14 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 15 Please direct all questions to William P Hamburger at (707) 678-0800

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-034	SPECPRO21 DATA RELEASE VER 034		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY :39000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 55000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 1.0 ft		

Data Code	Description	Weight Front	Weight Rear
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22T	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
79A-072	72 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-005	STANDARD BATTERY JUMPERS W/ 2/0 CAB TO RAIL GROUND CABLE		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		

Data Code	Description	Weight Front	Weight Rear
87P-001	CAB AUXILIARY POWER CABLE	5	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	

Data Code	Description	Weight Front	Weight Rear
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED		
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		

Data Code	Description	Weight Front	Weight Rear
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		

Data Code	Description	Weight Front	Weight Rear
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-111	WABCO TRISTOP-D LONGSTROKE 30/36 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

Rear Suspension

622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		

Brake System

018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		

Data Code	Description	Weight Front	Weight Rear
460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-482	4825MM (190 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	180
549-093	8 INCH BOLT ON FRONT FRAME EXTENSION	55	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.41 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.75		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 88.85 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 110.06 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB	15	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-063	STANDARD REARMOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			

Data Code	Description	Weight Front	Weight Rear
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
605-103	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
094-2BX	MICHELIN X WORKS XDY 11R22.5 16 PLY RADIAL REAR TIRES		88
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-091	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
505-659	ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS		-120
524-002	POLISHED FRONT WHEELS; INSIDE AND OUTSIDE		

Data Code	Description	Weight Front	Weight Rear
525-002	POLISHED REAR WHEELS; OUTSIDE AND INSIDE (BOTH SIDES)		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-003	LEAF SPRING REAR CAB SUSPENSION		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-001	LH AND RH GRAB HANDLES		
646-011	STATIONARY PAINTED FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS	10	
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-089	LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP		
302-001	(5) AMBER MARKER LIGHTS		
315-062	RECTANGULAR CLEAR FOG LIGHTS MOUNTED UNDER BUMPER	6	
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-056	RH AND LH VELVAC 8 INCH BRIGHT FINISH HOOD MOUNTED CONVEX MIRRORS FOR LANE CHANGE WITH SWING ARM BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		

Data Code	Description	Weight Front	Weight Rear
677-087	LH/RH DUAL CAB ENTRY Z STYLE STEPS WITH AGGRESSIVE EDGE ENHANCED TRACTION		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
693-023	LH DOOR MAP POCKET		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	

Data Code	Description	Weight Front	Weight Rear
760-1ED	2 MAN TOOLBOX MIDBACK NON SUSP FRONT PASSENGER SEAT WITH 3.0" X 4.75" CUTOUT IN TOOL BOX BACK PANEL FOR HARNESS		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
33U-001	PREWIRE PACKAGE FOR ALTEC CONTROL MODULE AND CHASSIS INTERFACE W/ BW CUTOUT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		

Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		
883-028	TRAILER HAND CONTROL BRAKE VALVE AND WINCH BRAKE (APPLIES 45 PSI AIR TO STEER AXLE SERVICE BRAKES WHEN PARKED)		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
969-099 17 DIGIT BAR CODE INSIDE LH DOOR
963-003 STANDARD E COAT/UNDERCOATING

Data Code	Description	Weight Front	Weight Rear
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.41 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		

Sales Programs
NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7545 lbs	4201 lbs	11746 lbs
Total Weight⁺	7545 lbs	4201 lbs	11746 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Attachment: Chassis Specifications (3034 : Electric Line Truck Replacement Purchase)

Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	39000
Expected GCW (lbs).....	55000.0
Front Axle (400).....	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	16,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS
Rear Tires (094).....	MICHELIN X WORKS XDY 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

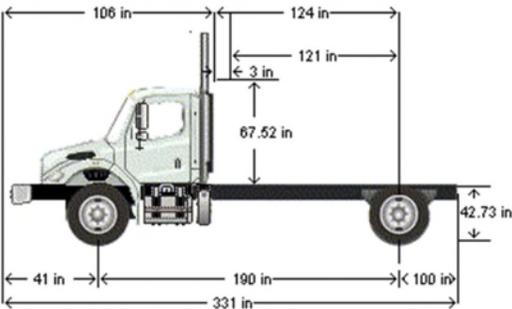
Attachment: Chassis Specifications (3034 : Electric Line Truck Replacement Purchase)

	Front	Rear
Axle Component Weight Ratings		
Axles	16000	23000
Suspension	16000	23000
Hubs	23000	26000
Brakes	18000	23000
Wheels	22000	29600
Tires	18740	24020
Power Steering	18000	N/A
GAWR (per axle)	16000	23000
GAWR (per axle system)	16000	23000
Expected Load (per axle system)	16000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	39000	
Expected GVWR	39000	
<small>All weights displayed in pounds</small>		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Attachment: Chassis Specifications (3034 : Electric Line Truck Replacement Purchase)

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552)	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

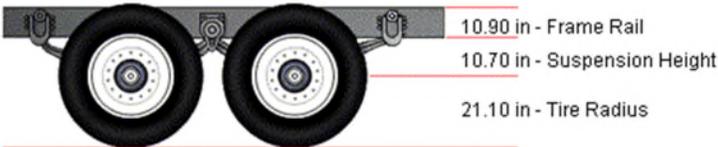
Attachment: Chassis Specifications (3034 : Electric Line Truck Replacement Purchase)

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	121.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	224.8
Cab Height (CH)	67.5
Wheelbase (WB)	190.0
Frame Overhang (OH)	100.4
Overall Length (OAL)	331.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	42.70



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546).....	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Web Height (in).....	10.9375
Flange Thickness (in).....	0.34375
Rear Suspension (622).....	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621).....	SPRING SUSPENSION - 1.00" AXLE SPACER
Axle C/L to Bottom of Frame (in).....	10.688
Rear Tires (094)	MICHELIN X WORKS XDY 11R22.5 16 PLY RADIAL REAR TIRES
Unladen Radius (in)	21.1
Fifth Wheel (578)	NO FIFTH WHEEL
Requested Min Height (in)	0.0
Requested Max Height (in)	1
Fifth Wheel Leg Height (582)	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587).....	NO REAR TOWING DEVICE
Requested Min Height (in)	0.0
Requested Max Height (in)	0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Attachment: Chassis Specifications (3034 : Electric Line Truck Replacement Purchase)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Ordinance repealing Chapters 13.04, 13.08, 13.12 and 13.20 and adding new Chapters 13.04, 13.08, 13.12 and 13.20 of Healdsburg Municipal Code related to the Utilities

PREPARED BY: Heather Ippoliti, Administrative Services Director

STRATEGIC INITIATIVE(S):

Effective & Efficient Government
Fiscal Responsibility
Provide Effective Governance

RECOMMENDED ACTION(S):

Adopt upon second reading, by title only and waiving reading of the text, Ordinance No. 1205 of the City Council of the City of Healdsburg repealing Chapters 13.04, 13.08, 13.12 and 13.20 and adding new chapters 13.04, 13.08, 13.12 and 13.20 of Healdsburg Municipal Code related to the utilities.

COMMUNITY ENGAGEMENT/OUTREACH:

Not applicable.

BACKGROUND:

The last time a major review of the Municipal Code related to utilities was done in 1964, with minor revisions done in 1980, 1984 and most recently in 2014 to add the section regarding water conservation.

With the City Council's adoption of revised utility billing policies related to SB 998 – the Water Shutoff Protection Act (the "Act"), a review of the related municipal code was initiated.

The City Council, on December 7, 2020, introduced the Ordinance for first reading. At this time, it is appropriate for the City Council to adopt the ordinance upon second reading as required by law.

DISCUSSION/ANALYSIS:

Healdsburg Municipal Code Chapters 13.04, 13.08, 13.12 and 13.20 establishes the administrative procedures for the Water, Sewer and Electric utilities.

The proposed changes fall into one of the following four categories:

1. To bring terminology and process in compliance with the Act and utility billing policies adopted by Council on January 21, 2020; or
2. To combine general applications into one Chapter under General Provisions covering the three utilities – Water, Sewer and Electric; or
3. To allow the City to lien property for nonpayment of water, sewer and electric charges; or
4. To remove all references to specific dollar amounts now set by resolution.

On January 21, 2020 the City Council adopted a resolution approving policy relative to utility billing bringing the City's practices into compliance with the Act. With these proposed revisions, the Municipal Code will be in compliance with the Act.

Chapter 13.04 – General Provisions applies to all three utilities - Water, Sewer and Electric. In order to simplify the code, all general requirements as proposed have been removed from the specific chapters and consolidated under Chapter 13.04 – General Provisions.

Health & Safety Code sections 5471 & 5473.5 and Gov. Code sections 54354 and 54354.5 authorize the City to lien property for nonpayment of water, sewer charges, but both sets of statutes require an enabling ordinance or resolution enacted by the City. The City is authorized to lien property for nonpayment of sewer charges because, as currently written in Section 13.20.160 of the Municipal Code serves as the enabling ordinance. However, the City is not currently authorized to lien property for nonpayment of water charges without an ordinance expressly allowing the City to do so. Therefore, Section 13.12.230 has been added allowing the City to lien the corresponding lot, land or premises served by a connection to the City utility system for nonpayment.

And, while Government Code section 43008 assumes that the City has that authority to lien property for nonpayment of electric charges, it is prudent to adopt an ordinance expressly allowing the City to do so. Therefore, Section 13.08.090 has been added allowing the City to lien the corresponding lot, land or premises served by a connection to the City utility system for nonpayment.

As all rates and charges are now set by resolution, all references to specific dollar amounts have been removed.

ENVIRONMENTAL STEWARDSHIP:

Not applicable.

ALTERNATIVES:

1. Revise the proposed ordinance; and/or

2. Do nothing. The current Healdsburg Municipal Code Chapters 13.04, 13.08, 13.12 and 13.20 would remain intact, and the City's Municipal Code would not be in compliance with the Act.

FISCAL IMPACT:

There is no known fiscal impact related to the proposed action.

ENVIRONMENTAL ANALYSIS:

This ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

ATTACHMENT(S):

Proposed Ordinance

CITY OF HEALDSBURG

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG, CALIFORNIA, REPEALING CHAPTERS 13.04, 13.08, 13.12 AND 13.20 AND ADDING NEW CHAPTERS 13.04, 13.08, 13.12 AND 13.20 OF HEALDSBURG MUNICIPAL CODE RELATED TO THE UTILITIES

WHEREAS, the last time a major review of the Municipal Code related to utilities was done in 1964, with minor revisions done in 1980, 1984 and most recently in 2014 to add the section regarding water conservation; and

WHEREAS, with the City Council’s adoption of revised utility billing policies related to SB 998 – the Water Shutoff Protection Act (the “Act”), staff initiated a review of the related municipal code was initiated provisions; and

WHEREAS, the proposed changes fall into one of the following four categories: (1) to bring terminology and process in compliance with the Act and utility billing policies adopted by Council on January 21, 2020; (2) to combine general applications into one Chapter under General Provisions; (3) to allow the City to lien property for nonpayment of water, sewer and electric charges; and (4) to remove all references to specific dollar amounts now set by resolution.

NOW THEREFORE, the City Council of the City of Healdsburg, California, does ordain as follows:

SECTION 1: Findings. The above recitals are hereby declared to be true and correct findings of the City of Healdsburg.

SECTION 2: Chapter 13.04 is hereby repealed in its entirety and a new Chapter 13.04 titled “GENERAL PROVISIONS” is hereby adopted to read as follows:

**Chapter 13.04
GENERAL PROVISIONS**

Sections:

- 13.04.010 Definitions.
- 13.04.020 Deposit for utility services – Required prior to connection.
- 13.04.030 Deposit for utility services - Amount.
- 13.04.040 Reserved.
- 13.04.050 Deposit for utility services – When refunded.
- 13.04.055 Letter of credit in lieu of utility service deposit – Requirements.
- 13.04.060 Guaranty of payment in lieu of utility service deposit – Requirements.
- 13.04.070 Charges to reconnect utilities.
- 13.04.080 Reserved.

Attachment: Proposed Ordinance (3035 : Utilities ordinance revision - second reading)

Ordinance No. ____

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- 13.04.090 Reserved.
- 13.04.100 Illegal tapping of utility systems prohibited.
- 13.04.110 Tampering with utility meters prohibited.
- 13.04.120 Reserved.
- 13.04.130 Reserved.
- 13.04.140 Reserved.
- 13.04.150 Reserved.
- 13.04.160 Reserved.
- 13.04.170 Reserved.
- 13.04.180 To be rendered monthly – Computation.
- 13.04.190 Payment – Delinquent notice.
- 13.04.200 Disconnection of service for nonpayment
- 13.04.210 Application for Service - General.
- 13.04.220 Application for Service – By past delinquent.
- 13.04.230 Utility service rate schedule.
- 13.04.240 Adoption of rules and regulations authorized.
- 13.04.250 Fees.
- 13.04.260 Meter failure.
- 13.04.270 Meter readers.
- 13.04.280 Shutdowns.
- 13.04.290 Failure to obey provisions.
- 13.04.300 Abatement for violations.
- 13.04.310 Reserved.
- 13.04.320 Collection procedure.

13.04.010 Definitions.

The definitions in this chapter shall be used in the interpretation of this chapter unless another meaning for the word is apparent from the context.

“Applicant” means the person making application to the City for utility services.

“City Engineer” is the City employee qualified through experience and professional licensure assigned the title of City Engineer or a designee of the incumbent City Engineer.

“Deposit” means a deposit of money paid in advance by an applicant for utility services.

“Guarantor” means the person executing a guaranty of payment for an applicant applying for utility services.

“Guaranty of payment” means a written promise by the guarantor to pay unpaid charges of an applicant for utility service charges due the City.

“Utility Service” means water, electric and sewer service, and any combination of those services.

Ordinance No. ____
Page 3

13.04.020 Deposit for utility services – Required prior to connection.

A deposit shall be required from all applicants applying for utility services from the City except as otherwise prescribed in this chapter, and such deposit shall be collected prior to any service connection being made.

13.04.030 Deposit for utility services – Amount.

The deposit for water service required by HMC 13.04.020 shall be as follows:

- A. For residential service, a deposit shall be collected per account. The amount shall be set by resolution.
- B. For non-residential services, a deposit in the amount of twice the estimated average monthly bill of persons engaged in comparable activities shall be collected per account, but in no case less than the residential deposit.

13.04.040 Reserved.

13.04.050 Deposit for utility services – When refunded.

Any utility deposit required by HMC 13.04.030 may be refunded to the person making such deposit after one year of satisfactory credit experience.

13.04.055 Letter of credit in lieu of utility service deposit – Requirements.

In lieu of a deposit as required by HMC 13.04.020, a residential or nonresidential applicant may furnish a letter of credit in their name or their business name, from a recent electric or water agency account, demonstrating one year of satisfactory credit experience.

13.04.060 Guaranty of payment in lieu of utility service deposit – Requirements.

In lieu of a deposit as required by HMC 13.04.020, a residential applicant may furnish a guaranty of payment signed by a resident property owner within the city limits of the City of Healdsburg, with an active utility account in good standing and demonstrating one year of satisfactory credit experience, as surety and conditioned to pay all unpaid sums due the City for utility services to be furnished prior to any service connection being made.

13.04.070 Charges to reconnect utilities.

If a consumer's utility service is disconnected for failure to pay a bill or for a violation of any provisions of this Title where disconnection is authorized, the entire outstanding utility account balance, plus a reconnection fee and reestablishment of a deposit, shall be paid before service is restored.

A reconnection fee shall be assessed on the utility account of any customer who reconnects utility service or causes the same to be reconnected after discontinuance for nonpayment of accounts without the permission of the City. The fee shall be set by resolution.

13.04.080 Reserved.

13.04.090 Reserved.

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Page 4

13.04.100 Illegal tapping of utility systems prohibited.¹

No person shall unlawfully connect or procure another to connect with any water or sewer main, with any electric wire or any electric apparatus, or any other utility service connection owned or operated by the City without the knowledge and consent of the City.

No person shall improperly make or procure to be made such connection for the purpose of appropriating utility services, and to evade payment therefor.

13.04.110 Tampering with utility meters prohibited.²

No person shall injure or alter or procure to be injured or altered any water meter or electric meter or obstruct the working of the same with the intent to evade payment of utility charges.

No person shall maliciously tamper with or injure any utility meter.

13.04.120 Reserved.

13.04.130 Reserved.

13.04.140 Reserved.

13.04.150 Reserved.

13.04.160 Reserved.

13.04.170 Reserved.

13.04.180 To be rendered monthly – Computation.

The City shall render utility bills monthly which shall include a charge for the utilities consumed and to include any unpaid charges at that time. Opening bills covering new consumers for less than two weeks' service may, at the discretion of the City, be included in the next regular billing. Closing bills covering service of less than two weeks may be in the regular billing for the previous billing period still to be billed.

13.04.190 Payment – Delinquent notice.

Bills for utility service shall be due and payable 25 days after bill date at the office of the City and are considered past due on the 26th day. If not paid on or before the 25th day, a notice may be sent to the consumer setting forth the amount due and the date on which service will be disconnected.

¹ For state law as to taking water from main to avoid payment, see Penal Code § 498. As to obtaining electricity without passage through meter, see Penal Code § 498.

² For state law as to tampering with electrical lines and systems, see Penal Code §§ 591, 593, 593b.

Ordinance No. ____
Page 5

13.04.200 Disconnection of service for nonpayment.

In addition to any other remedies it has, a consumer's utility service may be disconnected for the nonpayment of a bill for service rendered if the bill is not paid and shall not resume the same until all delinquent charges together with any charges necessitated by resumption of such services and facilities have been fully paid. A consumer's service may be discontinued at his present location for nonpayment of a bill that was rendered him by the City at a previous location, provided such bill is not paid on or before the due date after presentation or mailing to his new location.

13.04.210 Application for service – Generally.

Any person making application for utility service shall do so by signing an application for service provided by the City.

13.04.220 Application for service – By past delinquent.

When an application for utility service is made by a former consumer who was responsible for and failed to pay all bills for service previously rendered, regardless of location or time when incurred, the City shall refuse to furnish service to such applicant until the outstanding bills are paid. The City may also require, as a guarantee for the payment of future bills, a regular deposit as prescribed in HMC 13.04.030.

13.04.230 Utility service rate schedule.

The City Council shall fix the rates to be charged for utility services by the City, by resolution, and in so doing shall distinguish the different classes of service made available and fix rates appropriate to each class of service. Rates shall be fixed and revised from time to time with the objective that the City's utility systems shall be operated on a sound economic basis as revenue-producing enterprises.

13.04.240 Adoption of rules and regulations authorized.

The City Council may from time to time by resolution adopt and amend rules and regulations for the purpose of administering and enforcing the provisions of this Title and for the purpose of regulating and operating the municipal utility systems.

13.04.250 Fees.

When any work, testing or inspection does not specifically require an application for permit with a City, county or state agency, the City Council may, by resolution, approve a fee schedule to provide for administration of the inspection program.

13.04.260 Meter failure.

If a meter fails to register due to any cause except the nonuse of the utility the charge for utility use will be made on the basis of the average charge per month covering the period of the preceding months, first ascertaining whether the meter has properly functioned during such period and whether normal conditions prevailed in regard to the use of the utility at the premises supplied. In the preparation of such averaged bills due consideration will be given to fluctuations caused by seasonal changes or any interruption to the service known to have occurred.

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Page 6

13.04.270 Meter readers.

The meter reader shall have the authority to enter any premises for the purpose of reading utility meters and for inspecting, testing, replacing, or removing meters and meter boxes. The meter reader shall seal off all meters so ordered by proper application of the consumer and shall restore such services upon the proper application of a new consumer. All connections and disconnections shall be properly recorded in City records. The meter reader shall make, when required, any other disconnections provided by this Title.

13.04.280 Shutdowns.

The utility service of any consumer may be shut off at any time for repairs, alterations or other purposes and the City shall inform such consumers, in advance, of the time such planned shutdown will occur and although notice is not received by the consumer due to his absence, the City will not be responsible nor liable for any consequent damage resulting from such shutdown or interruption.

In the event of an emergency necessitating immediate action, the service of any consumer may be shut off without prior notice and the City will not be liable for any consequent damages resulting from such shutdown.

13.04.290 Failure to obey provisions.

In addition to the enforcement remedies provided in this Title, if an owner or consumer fails to comply with any of the provisions of this chapter, the City shall have the right to refuse or discontinue service.

13.04.300 Abatement for violations.

All violations of the provisions of Title 13 or of any regulations adopted pursuant thereto shall be nuisances within the meaning of Chapter 1.12 HMC and shall be abated accordingly. All costs of abatement shall be borne by the user.

13.04.310 Reserved.

13.04.320 Collection procedure.

The charges fixed by HMC Chapters 13.08, 13.12, and 13.20 for any premises shall be billed upon the same bill, except for solar electric charges. The charges fixed by HMC chapters 13.08, 13.12, and 13.20, except for solar electric charges, shall be due and payable monthly at the same time and the total amount due shall be paid as a unit.

SECTION 3: Chapter 13.08 is hereby repealed in its entirety and a new Chapter 13.08 titled "ELECTRIC SERVICE" is hereby adopted to read as follows:

**Chapter 13.08
ELECTRIC SERVICE**

Sections:
13.08.010 Electric service rate schedule.

Ordinance No. ____

Page 7

- 13.08.020 Standards for electrical meter installation.
- 13.08.030 Tampering with electric poles and wires prohibited.
- 13.08.040 Use of electrical power for construction purposes – Service application required.
- 13.08.050 Use of electrical power for construction purposes – Rates.
- 13.08.060 Use of electrical power for construction purposes – Temporary pole construction requirements.
- 13.08.070 Use of electrical power for construction purposes – Installation of three phase power.
- 13.08.080 Use of electrical power for construction purposes – Notice of completion of construction.
- 13.08.090 Electric charges – To be lien upon premises.

13.08.010 Electric service rate schedule.

The City Council shall fix the rates to be charged for electric service by the City, by resolution, and in so doing shall distinguish the different classes of service made available and fix rates appropriate to each class of service. Rates shall be fixed and revised from time to time with the objective that the City electrical distribution system shall be operated on a sound economic basis as a revenue-producing enterprise.

13.08.020 Standards for electrical meter installation.

The following standards shall apply to the location and installation of electrical meters:

- A. The installation of electrical meters shall be done in all cases pursuant to permit issued by the City under this section and all other applicable ordinances, and upon notice to the director overseeing the electric utility.
- B. Electrical meters shall be located on the outside of the structures which are served, on the front or side near the front of the building, except that in commercial and industrial buildings meters may for good cause shown, with concurrence of the director overseeing the electric utility or a designee, be located on the rear of the building.
- C. In no case shall electrical meters be located on porches, carports, patios, or other areas of a structure which are susceptible to being enclosed later.
- D. Where additions to structures or enclosures are proposed for existing structures, and such additions or enclosures would result in enclosure of the existing electrical meter, the meter shall be relocated so it will be outside of such addition or enclosure.
- E. No electrical meter shall be located inside a fenced area.
- F. No electrical meter shall be in an area where access is difficult, nor shall such meters be located over or around any dangerous area or machinery.
- G. Electrical meters shall always be in such a manner as to avoid exposure to water dripping from eaves and rainspouts, from exposure to steam or any type of corrosive vapor.

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H. Electrical meters shall be installed in such a manner as to leave standing space in front of the meter, not less than three feet, to allow for installation, testing and reading. Meters shall be installed not less than 54 inches and not more than 75 inches from the grade of the ground, unless otherwise unfeasible, impossible, or unless otherwise would be contrary to the requirements of law.

I. In the case of recessed meters, not less than six inches on each side of the centerline of the meter base shall be left clear to permit access for testing equipment.

J. For good cause, the director overseeing the electric utility or a designee, may make reasonable exceptions to any of the above standards in any given case.

13.08.030 Tampering with electric poles and wires prohibited.

No person shall willfully injure, destroy, or deface or in any manner interfere with any of the poles or wires of the electric lighting system of the City.

13.08.040 Use of electrical power for construction purposes – Service application required.¹

Users of electrical power for all construction purposes shall make a regular service application at the utility office of the City and pay the required deposit fee.

13.08.050 Use of electrical power for construction purposes – Rates.

Rates to be charged for electrical energy consumed by users of electrical power for construction purposes shall be according to the utility service rate schedule as set forth in HMC 13.08.010.

13.08.060 Use of electrical power for construction purposes – Temporary pole construction requirements.

The minimum requirements for a temporary pole construction service shall be those as set forth in a sketch on file with the City.

13.08.070 Use of electrical power for construction purposes – Installation of three phase power.

A temporary construction service requiring three phase power, where the same is not available at the location required, shall be charged on a time and material basis for the outlay necessary to install this service. An estimate of the cost shall be made, and a deposit placed with the City to cover such cost before the service is energized. The differential between the deposit and actual cost will be made up or refunded at the terminus of the temporary service.

13.08.080 Use of electrical power for construction purposes – Notice of completion of construction.

Upon completion of any construction for which temporary service has been rendered, the contractor shall notify the City to disconnect the service.

13.08.090 Electric charges – To be lien upon premises.

Each charge or rental levied pursuant to this chapter on property within the City shall be a lien upon the corresponding lot, land or premises served by a connection to the City's utility systems.

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SECTION 4: Chapter 13.12 is hereby repealed in its entirety and a new Chapter 13.12 titled “WATER SYSTEM” is hereby adopted to read as follows:

**Chapter 13.12
WATER SYSTEM**

Sections:

- 13.12.010 Definitions.
- 13.12.020 Reserved.
- 13.12.030 Reserved.
- 13.12.040 Reserved.
- 13.12.050 Certain premises to be separately metered.
- 13.12.060 Exceptions from separate meter requirements.
- 13.12.070 Meters required for water service outside City.
- 13.12.080 Location of meters – Additional meters.
- 13.12.090 Reserved.
- 13.12.100 Reserved.
- 13.12.110 Reserved.
- 13.12.120 Maintenance of water service connections generally.
- 13.12.130 Water service outside City generally.
- 13.12.140 Tank truck water.
- 13.12.150 Funds for maintenance of fluoridating process.
- 13.12.160 Purchase of equipment and supplies for maintenance of fluoridation.
- 13.12.170 Reserved.
- 13.12.180 Schedule of rates for water service.
- 13.12.190 Reserved.
- 13.12.200 Reserved.
- 13.12.210 Reserved.
- 13.12.220 Water shortage emergency plan.
- 13.12.230 Water charges – To be lien upon premises.

13.12.010 Definitions.

The definitions in this chapter shall be used in the interpretation of this chapter unless another meaning for the word is apparent from the context.

“Apartment house” means a single building under one roof containing three or more dwelling units complete with kitchen facilities.

“Boardinghouse” means a dwelling other than a hotel where lodging or lodging and meals for three or more persons is provided for compensation.

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“Business occupancy” means any building or portion thereof or a room or rooms used or occupied by a person to carry on a business, profession, trade or occupation for gain or profit.

“Charge” or “rate” means the amount of money to be paid by consumers to the City for water services or materials; “minimum charge” shall mean the charge to be paid by a consumer for each and every connection to the City water system irrespective of whether or not water is delivered through such connection to a consumer during the period for which such charge is made.

“City” means the City of Healdsburg acting by and through the City of Healdsburg public works department as operator of the City of Healdsburg water system.

“City Engineer” is the City employee qualified through experience and professional licensure assigned the title of City Engineer or a designee of the incumbent City Engineer.

“City Manager” or “Manager” is the City Manager of the City of Healdsburg or a designee of the incumbent City Manager.

“Cross-connection” means any physical connection between the piping system from the City water service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the City distribution mains.

“Customer” means any person, firm, partnership, association, corporation, company, organization, or governmental entity, whether within or without the geographic boundaries of the City of Healdsburg, who uses water supplied by the City.

“Dwelling group” means a group of two or more detached or semidetached dwelling units occupying a parcel of land in one ownership and having any yard or court in common but not including motels or auto courts.

“Dwelling unit” means one or more rooms under one roof used for living purposes by one family and containing one kitchen.

“Duplex” means a single building under one roof containing only two dwelling units complete with kitchen facilities.

“Fluoridation” means the process and result of adding fluoride or similar ingredients or compounds to water for the prevention or reduction of tooth decay.

“Fluoride” means a chemical compound (sodium fluoride or sodium silicofluoride) commonly approved and added to water in such amounts as will produce benefits in reducing dental decay.

“GPD” means gallons per day.

“Guest house” means detached living quarters of a permanent type of construction and without kitchen or cooking facilities and not to be leased or rented separately from the main dwelling.

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“Hotel” means any building or portion thereof containing six or more guest rooms used or intended to be used, let or hired out, whether the compensation for hire be paid directly or indirectly.

“Mobile home” means a portable structure having no foundation other than wheels, jacks or skirtings and so designed or constructed as to permit occupancy as a dwelling.

“Mobile home park” means a site or portion of a site, which is used or intended to be used by persons living in mobile homes.

“Motel” means a group of two or more detached or semidetached buildings each containing a guest room with automobile storage space provided in connection therewith, which group is used primarily for the accommodation of transient automobile travelers and in which there are no kitchen facilities.

“Outside rates,” “outside users,” “outside consumers” and “surplus water” as used herein relate to City water delivered or distributed outside the corporate limits of the City.

“Recycled water” shall have the same definition as provided by the State Water Code, Section 13050, as amended.

“Service” or “water service” means one or more connections through which water is supplied or is available to a consumer from and out of the water system owned and operated by the City.

“Travel trailer park” means a site or portion of a site, which is used or intended to be used by persons with travel trailers or vans on a transient basis.

“Water” means potable water supplied by the City water department.

“Water department” means the City Council, performing functions related to the City water services, together with City staff or other duly authorized representatives.

13.12.020 Reserved.

13.12.030 Reserved.

13.12.040 Reserved.

13.12.050 Certain premises to be separately metered.

Each dwelling unit and each unit of a duplex, whether inside or outside of the City, shall be separately metered. Where business premises are in separate buildings on the same lot or parcel, each such separate premises shall be separately metered. No consumer of a City utility service shall convey any part of such service from his property to a separate lot or parcel of property, whether the other lot or parcel of property is owned by the same consumer. Notwithstanding the foregoing, a multi-unit condominium or planned development project may be served by a single meter where service is applied and paid for by a homeowner or condominium association

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organized and operating as approved in the final subdivision public report issued for the project by the State Department of Real Estate.

13.12.060 Exceptions from separate meter requirements.

Separate meters are not required for guesthouses, dwelling groups, boardinghouses, apartment houses, hotels, motels, auto courts, trailer courts or multiple business occupancies in a single commercial building.

13.12.070 Meters required for water service outside City.

All water services outside the City shall be metered.

13.12.080 Location of meters – Additional meters.

All water meters shall be installed in the sidewalk area or at a point on the premises nearest the road or street on which the property faces. Charges for a single lateral and meter service shall be as set forth in HMC 13.12.180. Additional meters manifolded from a single lateral shall be installed by the owner at no expense to the City and such installation shall be inspected and approved by the City Engineer.

13.12.090 Reserved.

13.12.100 Reserved.

13.12.110 Reserved.

13.12.120 Maintenance of water service connections generally.

All water service pipes and connections to water mains within the City shall be installed and maintained by the City to a point inside the curb line or sidewalk where an approved shutoff valve shall be installed as near the water meter location as possible. Existing galvanized service connections shall, if damaged or leaking, be replaced by the City upon application and payment by the owner or consumer for a new service. Any service pipe, fittings, or water meter damaged because of negligence, malicious acts or intent shall be repaired by the City and the actual cost of the repair shall be charged to the owner or consumer.

13.12.130 Water service outside City generally.

The City may furnish and provide surplus water to persons outside the corporate limits of the City upon application to the City on forms so provided. Meters shall be of a type approved by the City Engineer. The meters shall be installed at the expense of the owner or consumer at a point on the premises nearest the road or street on which the property faces; the location and installation to be approved by the City Engineer.

Any water pipe or main to be used to carry water to a consumer outside the City shall be of a type and quality approved by the City Engineer and a map showing its location shall be furnished to the City upon completion of installation of the pipe. The City shall not be liable for any expense incurred in the installation or maintenance of water pipes, mains, or services outside the

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corporate limits of the City and the time and material cost of the connection made by the City to the City water main shall be charged to the applicant.

13.12.140 Tank truck water.¹

No person shall draw or consume water from any standpipe or fire hydrant for the purpose of filling a tank truck or for any other purpose without first making an application for such service with the City. The rate for water consumed under this section shall be set by a resolution of the City Council.

No person shall draw or consume water from any standpipe or fire hydrant for purposes set forth in this section without first presenting a copy of his application to the City Engineer. Upon consideration of the time, in days or weeks, in which withdrawals will be made, the City Engineer shall designate the standpipe or hydrant to be used and connect a water-metering device to the hydrant. The City Engineer shall also provide the applicant with a hydrant wrench, such wrench to be returned to the City before settlement of all charges. The applicant shall be charged full replacement cost for loss of, damage to or failure to return hydrant wrench to the City Engineer.

13.12.160 Purchase of equipment and supplies for maintenance of fluoridation.

The Mayor and City Council shall purchase appropriate apparatus including machinery, appliances, equipment, fluoride, ingredients, compounds, and materials required for the maintenance of fluoride in the City water supply.

13.12.170 Reserved

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13.12.180 Schedule of rates for water service.

The City Council shall fix the rates to be charged for water service by the City, by resolution, and in so doing shall distinguish the different classes of service made available and fix rates appropriate to each class of service. Rates shall be fixed and revised from time to time with the objective that the City water distribution system shall be operated on a sound economic basis as a revenue-producing enterprise.

13.12.190 Reserved.

13.12.200 Reserved.

13.12.210 Reserved.

13.12.220 Water shortage emergency plan.

A. Title. This section shall be known as the “water shortage emergency plan” of the City of Healdsburg and may be so cited.

B. Purpose and Intent. The purpose of this water shortage emergency plan (plan) is to establish different levels of water conservation during a water shortage emergency resulting from a

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reduced supply of water such as may result from drought, water supply shortages, or limitations of water delivery conditions

¹ As to motor vehicle and traffic generally, see HMC Title 10.

Nothing in this section will preclude the City Council from passing an emergency resolution for the immediate curtailment of water use by its customers due to water supply shortages and delivery limitations caused by catastrophic events and conditions, either natural or unnatural.

C. Authorization. The City Manager or his or her designee is authorized and directed to implement the applicable provisions of this section upon adoption of a City Council resolution determining that such implementation is necessary to protect the public health, safety, and welfare.

D. Application. The provisions of this plan shall apply to all customers and property served by the City's potable water and recycled water systems.

E. Water Conservation Stages. No customer shall make, cause, use, or permit the use of water for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that use permitted by either conservation Stage 2 or 3 when in effect as declared by resolution of the City Council. While in effect, the requirements of Stage 2 or 3 will supersede any conflicting sections of the Healdsburg Municipal Code.

1. Stage 1 – Voluntary Conservation. To achieve an overall system-wide reduction goal of 10 percent, all customers of the City shall be requested to:
 - a. Utilize City and other sources of information regarding water efficiency, reading water meters, repairing ordinary leaks, and water efficient landscape.
 - b. Apply outdoor irrigation water only during the evening and early morning hours to reduce evaporation losses (8:00 p.m. to 7:00 a.m.).
 - c. For property with an even-numbered street address, irrigate outdoors only on even days of the month.
 - d. For property with an odd-numbered street address, irrigate outdoors only on odd days of the month.
 - e. Routinely inspect, and repair as required, all irrigation systems for leaks, and adjust spray heads to provide optimum coverage and eliminate avoidable over-spray and run-off.
 - f. For irrigation valves controlling water applied to lawns, vary the minutes of run-time consistent with fluctuations in weather. Reduce minutes of run-time for each irrigation

cycle if water begins to pool or run off to gutters and/or ditches before the irrigation cycle is completed.

g. Utilize water conservation incentives, as available, to replace inefficient plumbing fixtures and appliances with water efficient models.

h. Stop the washing of sidewalks, walkways, driveways, parking lots and other hard-surfaced areas by direct hosing, except as may be necessary to prevent or eliminate materials that present a danger to public health and safety.

i. Correct and repair the escape of water through breaks or leaks within the customer's plumbing or private distribution system. It shall be presumed that a period of 72 hours after the customer discovers such a break or leak, or receives notice from the City, is a reasonable time within which to correct such break or leak or, at a minimum, to stop the flow of water from such break or leak.

j. Stop the noncommercial washing of privately owned motor vehicles, trailers or boats excepting when utilizing a bucket and hose equipped with an automatic shut-off.

k. Not use water from a fire hydrant, except for fighting fires and line flushing as required by regulatory agencies.

2. Stage 2 – Mandatory Compliance – Water Alert. The City Council may by resolution declare a conservation Stage 2 based on water supply and delivery projections by the City Manager or City Engineer that an overall system-wide reduction of 20 percent is necessary. Following a declaration of conservation Stage 2 status, and to achieve an overall system-wide reduction of 20 percent, in addition to Stage 1 activities being mandatory, the following restrictions shall be implemented:

a. Nonessential uses of water, including the following, are prohibited:

i. The City will not accept or approve building permits for new swimming pools unless the owner agrees to obtain pool water from a source other than the City's potable water system.

ii. Refilling of a swimming pool except when topping off to prevent damage to pump and filter equipment is not allowed. Owners of pools should use a cover to minimize evaporation.

iii. Use of potable water for dust control, compaction, and other construction purposes. Only recycled water may be used for dust control, compaction, and other construction purposes as allowed by the Regional Water Quality Control Board or other governing bodies.

b. Water use by a vehicle washing facility shall be limited to 80 percent of the water used by the facility from corresponding billing period in the prior year, unless such

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washing facility treats and recycles wash water, in which case this provision shall not apply.

c. Water use for any nonresidential use shall be limited to 80 percent of the water used by the customer during the corresponding billing period in the prior year.

d. The City Council may, by resolution, prohibit other activities and water uses upon the recommendation of the City Manager or City Engineer that such additional measures are necessary to achieve an overall system-wide reduction of 20 percent in water usage.

3. Stage 3 – Mandatory Compliance – Water Emergency. The City Council may, by resolution, declare a conservation Stage 3, based on water supply and delivery projections by the City Manager or City Engineer that an overall system-wide reduction of 40 percent is necessary. Following a declaration of conservation Stage 3 status, and to achieve an overall system-wide reduction of 40 percent, the following activities shall be prohibited:

a. Any activities prohibited during conservation Stages 1 and 2.

b. Irrigation of any lawn (residential, commercial, or industrial) with water, at any time of day or night.

c. Planting any new landscaping, except for designated drought resistant landscaping prescribed by the City Manager or designated representative.

d. All day and night-time irrigation sprinkling unless only a hand-held nozzle is used. This prohibition shall not apply to drip irrigation systems for established perennial plants and trees using manual or automatic time-controlled water application.

e. Planting of new annual plants, vegetables, flowers, or vines.

F. Exceptions and Application Procedures for Exceptions. Any customer may make written application for an exception to the regulations and prohibitions described in this section. Said application shall describe in detail why applicant believes an exception is justified.

1. The City Engineer may grant exceptions for use of water otherwise prohibited by this section upon finding and determining that failure to do so would cause an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or public; or cause an unnecessary and undue hardship on applicant or the public, including, but not limited to, adverse economic impacts, such as loss of production or jobs.

2. Decisions of the City Engineer may be appealed to the City Manager or his or her designee by submitting a written appeal to the City Clerk within seven calendar days of the date of the decision by the City Engineer. Upon granting any appeal the City Manager, or his or her designee, may impose any conditions determined to be just and proper. Exceptions granted shall be prepared in writing and filed with the City Clerk.

G. Violation/Enforcement.

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1. Any violation of any provision of this plan is hereby declared to be a public nuisance and shall be enforced in accordance with the provisions of the code enforcement ordinance (Chapter 1.12 HMC), including without limitation the imposition of administrative penalties, notice and hearing requirements and appeals procedures.
2. Any violation of the provisions of this section shall be deemed an infraction.
3. In addition to the enforcement remedies provided in Chapter 1.12 HMC, upon a violation of any provision of this section, the City Engineer may authorize the installation of a flow-restricting device on the services line to the property(ies) in violation, and the cost of installation of such a device shall be charged to the person(s) or entity(ies) responsible for payment of water service charges or a lien against the affected property(ies).
4. In addition to the enforcement remedies provided in Chapter 1.12 HMC, upon a continued violation of any provision of this section, the City Engineer may authorize the termination of water service to the property(ies) in violation. The cost of terminating and restoring service shall be charged to the person(s) or entity(ies) responsible for payment of water service charges or a lien against the affected property(ies).

H. **Additional Enforcement Remedy.** Before either installing a water restrictor or terminating water service, the City shall give written notice to the person responsible for the service connection to be either restricted or terminated of its intention to do so. The person or persons to whom notice is given shall have five business days from the date of service of the notice to request a hearing before the City Manager or his or her designee in order to present any and all evidence they may have as to why a restrictor should not be installed or service terminated.

If a hearing is requested, the City Manager, or his or her designee, shall schedule a date and time for said hearing as soon as possible after the request is filed, but not later than five business days after the filing of such request for hearing. At the hearing, the person whose service connections are to be restricted or terminated and the utilities personnel may offer evidence. The City Manager, or his or her designee, shall make a final determination as to whether service should be restricted or terminated and under what conditions.

13.12.230 Water charges – To be lien upon premises.

Each charge or rental levied pursuant to this chapter on property within the City shall be a lien upon the corresponding lot, land or premises served by a connection to the City water system.

SECTION 5: Chapter 13.20 is hereby repealed in its entirety and a new Chapter 13.20 titled “SEWER SYSTEM” is hereby adopted to read as follows:

**Chapter 13.20
SEWER SYSTEM**

Sections:
13.20.010 Intent and purpose.

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- 13.20.015 Definitions.
- 13.20.020 Prohibited substances.
- 13.20.030 Abatement of nonconforming wastewater discharge.
- 13.20.040 Damage to system.
- 13.20.050 Sewer service required.
- 13.20.060 Sewer charges and regulations.
- 13.20.070 Premises not to be offensive.
- 13.20.080 Separation of storm drainage and sewage.
- 13.20.090 Supervision of sewer connections.
- 13.20.100 Excavation in street.
- 13.20.110 Permit for excavation and installation.
- 13.20.120 Reserved.
- 13.20.130 Sewer charges – Rate schedule.
- 13.20.140 Reserved.
- 13.20.150 Reserved.
- 13.20.160 Sewer charges – To be lien upon premises.
- 13.20.170 Lateral permits.
- 13.20.180 Public sewer construction permits.
- 13.20.190 Plans, profiles and specifications required.
- 13.20.200 Public sewer construction.
- 13.20.210 Subdivisions.
- 13.20.220 Compliance with permit.
- 13.20.230 Time limit on permits.
- 13.20.240 Agreement.
- 13.20.250 Design and construction standards.
- 13.20.260 Compliance with local regulations.
- 13.20.270 Easements or rights-of-way.
- 13.20.280 Grade stakes.
- 13.20.290 Persons authorized to perform work.
- 13.20.300 Protection of excavation.
- 13.20.310 As-built drawings.
- 13.20.320 Completion of sewer required.
- 13.20.330 All work to be inspected.
- 13.20.340 Notification.
- 13.20.350 Condemned work.
- 13.20.360 All costs paid by owner.
- 13.20.370 Liability.
- 13.20.380 Industrial wastewater discharge permits.
- 13.20.390 Change of industrial wastewater permit restrictions.
- 13.20.400 Suspension of permit for industrial wastewater discharge.
- 13.20.410 Revocation of permit for industrial wastewater discharge.
- 13.20.420 Notice.
- 13.20.430 Connections outside the City limits.

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- 13.20.440 Prohibited wastes.
- 13.20.450 Pretreatment of wastewaters.
- 13.20.460 General.
- 13.20.465 Responsibilities for private sewer mains and private sewer laterals.
- 13.20.470 Technical requirements.
- 13.20.480 Wastewater sampling.
- 13.20.490 Accidental discharges.
- 13.20.500 Right of entry.
- 13.20.510 Damage caused by prohibited wastewater discharge.
- 13.20.520 Requirements for sewer lateral service providers to submit reports.
- 13.20.530 Reserved.

13.20.010 Intent and purpose.

It is the purpose of this chapter:

- A. To prevent waste discharges from adversely affecting the sewer system, the operation of the treatment facilities, the quality of effluent from the treatment plant, or the quality of the receiving water through regulation and control of the quality and quantity of waste discharged to the City's sewer system by any discharger.
- B. To comply with all state and federal regulations in connection with the discharge of sewage waste.
- C. To provide an equitable distribution of the City's cost for acquisition, construction, reconstruction, maintenance, and operation of the City's system.
- D. To provide for the adoption, by resolution, of regulations to further promote and effect the above-numerated purposes.

13.20.015 Definitions.

The definitions given in this section shall be used in the interpretation of this chapter, the issuance of permits, the making of charges for service and all other operations of this chapter unless another meaning for the word is apparent from the context.

“Applicant” shall mean the person or his authorized agent making application for a permit for a sewer or plumbing installation and shall be the owner of premises to be served by the sewer for which a permit is requested.

“Backflow prevention devices” shall mean any anti-backflow device as required pursuant to Section 5.02(E) of the Healdsburg Engineering Design Standards or as required by the California Plumbing Code.

“BOD” or “biochemical oxygen demand” shall mean the measure of decomposable organic material in domestic or industrial wastewaters as represented by the oxygen utilized over a period of five days at 20 degrees Centigrade and as determined by the appropriate procedure in “Standard Methods.”

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“Building” shall mean any structure used for human habitation, business or commercial activity, industry, recreation, public use, or other purpose containing sanitary facilities.

“Building sewer” shall mean that portion of any sewer beginning at the plumbing or drainage outlet of any building and extending to the property line.

“Certificate of private sewer lateral compliance” shall mean a certificate issued by the City Engineer or his/her designee certifying that the private sewer main and/or private sewer lateral complies with the standards set forth in this chapter.

“Chlorine demand” shall mean the difference between the amount of chlorine added to a wastewater sample and the amount remaining at the end of a 30-minute period as determined by the procedures given in “Standard Methods.”

“City” shall mean the City of Healdsburg.

“City Council” shall mean the governing body of the City.

“City Engineer” is the City employee qualified through experience and professional licensure assigned the title of City Engineer or a designee of the incumbent City Engineer.

“COD” or “chemical oxygen demand” shall mean the measure of chemically decomposable material in domestic or industrial wastewater as represented by the oxygen utilized as determined by the appropriate procedure described in “Standard Methods.”

“Commercial owner” shall mean any owner who is not a residential owner, industrial owner or institutional owner.

“Contractor” shall mean an individual, firm, corporation, partnership, or association duly licensed by the state of California to perform the type of work to be done under permit.

“Discharger” shall mean any person that discharges or causes a discharge to a public sewer.

“Domestic wastewater” shall mean the water-carried wastes produced from noncommercial or nonindustrial activities and which result from normal human living processes.

“Dwelling unit” shall mean any single-family dwelling of one or more rooms having one or more plumbing fixtures suitable for residential occupancy by any number of persons living together as a single family, including single-family dwelling units, and each group of rooms constituting a dwelling unit for a single family in any multiple-dwelling structure.

“Effluent” shall mean the liquid outflow of any facility designed to treat, convey, or retain wastewater.

“Family” shall mean any one or more persons comprising a single-family unit.

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“Filterable residue” shall mean the solid matter in solution in the wastewater and shall be obtained by evaporation of a sample from which all suspended matter or nonfilterable residue has been removed by filtration as determined by the procedures in “Standard Methods.”

“Formula” shall mean the industrial wastewater treatment surcharge formula.

“Garbage” shall mean or include kitchen and table refuse, offal, swill and every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay or dealing in the storage of meats, fish, birds, fruits, or vegetables and all broken or discarded crockery, bottles and tin vessels. Dead animals, swill, offal and other savable waste matter having a value shall not be included within the meaning of the word “garbage.”

“Gravity separation interceptor” shall mean any facility designed, constructed, and operated for the purpose of removing and retaining dangerous, deleterious or prohibited constituents from wastewater by differential gravity separation before discharge to the public sewer.

“Industrial connection sewer” shall mean the sewer connecting the building sewer or building waste drainage system to the public sewer for the purpose of conveying industrial wastewater.

“Industrial owner” shall mean any owner on whose premises any manufacturing or processing activity for profit is engaged in, including the manufacturing or processing of agricultural products, animals, poultry, goods, wares or other products or materials.

“Industrial wastewater” shall mean all water-carried wastes and wastewater of the community excluding domestic wastewater and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the wastewater discharged includes significant quantities of wastes of nonhuman origin.

“Inspector” shall mean a person authorized by the City Engineer to inspect wastewater generation, conveyance, processing, and disposal facilities.

“Institutional owner” shall mean any owner of a public or nonprofit school, church, hospital, lodge, club, fire department, library, memorial building or other public or nonprofit activity.

“Lateral sewer” shall mean the sewer from the main sewer to the property line.

“Local sewerage agency” shall mean the City of Healdsburg or other public agency legally authorized to construct, maintain and operate a system of lateral or collecting sewers.

“Main sewer” shall mean a public sewer designed to accommodate more than one lateral sewer.

“Multiple-lodging structure” shall mean any two or more lodging units in any single building or structure or group of buildings or structures, including any rooming house, hotel or motel, or bed and breakfast.

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“Nonfilterable residue” shall mean that portion of the “total residue” of any wastewater sample that is retained by a filter when a sample is passed through a filter, as determined by the appropriate procedure described in “Standard Methods.”

“Ordinance” shall mean, unless otherwise specified, the sewer use ordinance.

“Outside sewer” shall mean a sanitary sewer beyond the City limits not subject to the control or jurisdiction of the City.

“Peak flow rate” shall mean the average rate at which wastewater is discharged to a public sewer during the highest 30-minute flow period in the preceding 12 months.

“Permit” shall mean any written authorization required pursuant to this or any other regulation of the City for the installation of any sewage works.

“Person” shall mean any individual, partnership, committee, association, corporation, public agency and any other organization or group of persons, public or private.

“Plant” shall mean the wastewater treatment plant of the City of Healdsburg.

“Premises” or “property” shall mean any lot, or any piece or parcel of land comprising two or more lots of record in one ownership, or any building or other structure or any part of any building or structure used or useful for human habitation or gathering or for carrying on a business or occupation or any commercial or industrial activity.

“Private sewer lateral” shall mean the sewer pipeline which connects a building or buildings to the public sewer. It includes both the building sewer and the lateral sewer.

“Private sewer main” shall mean a private sewer which serves multiple buildings to convey sewage to the public sewer. It includes all components of the private sewer main including the entire point of connection to the public sewer and any lateral sewer or building sewer connected to it.

“Public improvements standards” shall mean the minimum standards for public works construction in the City of Healdsburg and on file in the office of the City Engineer.

“Public sewer” shall mean a sewer main lying within a public street or accepted public utility easement which is under the jurisdiction of the City or other public agencies. Public sewer does not include that portion of a lateral sewer within a public street or accepted public utility easement.

“Qualifying sewer lateral service call” shall mean any work on a private sewer lateral or private sewer main performed by a septic or sewer line cleaning business, plumber or similar service provider, where the service provider in the course of providing service encounters conditions indicating root intrusion or other permanent damage to the sewer lateral or main, such as deflection or separation of the lateral or main.

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“Radioactive material” shall mean material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms.

“Residential owner” shall mean any owner whose premises are used solely for residential purposes by any one or more persons.

“Sanitary sewer” shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

“Section” shall mean a section of this chapter.

“Sewage” shall mean water and water-carried wastes, including industrial sewage and industrial wastes disposed of or disposable through plumbing outlets and carried through and ultimately disposed of by the municipal sewage disposal system.

“Sewer” shall mean a pipe or conduit for carrying sewage.

“Sewer lateral service provider” shall mean any person or business entity duly licensed by the state of California to perform the type of plumbing work associated with private sewer lateral or private sewer main service in the City for compensation, including but not limited to removal or clearing of roots, blockages by foreign objects, grease or lateral/main failure, and any repair or replacement of private sewer laterals or mains.

“Sewer service” shall mean the service and facilities for collection, treatment and disposal of sewage furnished or available to premises by the sewer system.

“Sewerage system” shall mean a network of wastewater collection, conveyance, treatment, and disposal facilities interconnected by sewers, and owned by the City.

“Shall” is mandatory and “may” is permissive.

“Single-family dwelling” shall mean one dwelling unit in a single structure.

“Solid wastes” shall mean the non-liquid-carried wastes normally considered to be suitable for disposal with refuse at a sanitary landfill refuse disposal site.

“Standard Methods” shall mean the current edition of “Standard Methods for the Examination of Water and Wastewater” as published by the American Public Health Association.

“Storm drain” shall mean a conduit which carries storm and surface or ground waters and drainage but excludes sewage and polluted industrial wastes.

“Street” shall mean any public highway, road, street, avenue, alley, way, easement, or right-of-way in the City.

“Total residue” is the material left in a vessel after evaporation of a sample of water, as determined by the appropriate procedure described in “Standard Methods.”

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“Trade secrets” shall include but shall not be limited to any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article of trade or a service having a commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

“Trunk sewer” shall mean a sewer constructed, maintained, and operated by the City that conveys wastewater to the City’s treatment facilities and into which lateral and collecting sewers discharge.

“Uncontaminated water” shall mean any wasted water of the community not contaminated or polluted with wastewater and which is suitable or could readily be made suitable for discharge to the municipal storm water drainage system.

“User” shall mean discharger.

“Wastewater” shall mean the water-carried wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater. Rainwater, ground water or drainage or uncontaminated water is not wastewater.

13.20.020 Prohibited substances.

No person shall discharge any substance causing the City not to comply with any state or federal regulation of sewage discharge, or any substance not amenable to treatment in the sewage system, or any substance which might tend to harm or adversely affect the sewer system, or any substance or combination of substances prohibited in regulations adopted under this chapter by the City Council.

13.20.030 Abatement of nonconforming wastewater discharge.

A. Any wastewater discharge not in compliance with the provisions of this chapter or regulations adopted hereunder is deemed to be a nuisance.

B. In the event the City Engineer determines that any discharge into the sewer system presents an imminent hazard to the health and safety of the users of the system or to the maintenance and operation of the system itself, he shall order such discharge terminated. If such discharge is not terminated immediately, the City Engineer shall take such steps as are necessary to shut off the flow of said discharge into the sewer system including disconnection of the user, if necessary.

C. All violations of the provisions of chapter or of any regulations adopted pursuant thereto shall be nuisances within the meaning of Chapter 1.12 HMC and shall be abated accordingly.

D. All costs of abatement shall be borne by the user.

13.20.040 Damage to system.

As a condition of the use of the City’s sewer system, a discharger who discharges or causes the discharge of prohibited substances which cause damage to the City’s treatment processes, or any

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other damages resulting in costs to the City, shall be liable to the City for all damage occasioned thereby, regardless of faults.

13.20.050 Sewer service required.

No person owning or occupying or having under his control any premises situated or being within 150 feet of a public sewer in the City shall construct or maintain or suffer to be or remain upon such premises in the City any privy, vault or cesspool or any sink, drain or similar contrivance, except as in the manner provided in this chapter.

13.20.060 Sewer charges and regulations.

A. Persons making connections to sewers and using the same shall pay such fees and abide by regulations consistent with this chapter and Chapter 17.08 HMC or as the City Council shall, from time to time, adopt by resolution.

B. No person shall construct a building sewer, or a lateral sewer, or make any connection with any public sewer without first obtaining a written permit from the City and paying all fees and complying with all requirements and conditions required by regulations adopted by the City Council.

C. Any person discharging anything except domestic sewage into the sewer system at the time the ordinance codified in this chapter takes effect shall submit an application to the office of the City Engineer within two months after the ordinance codified in this chapter takes effect and shall not discharge nondomestic sewage waste into the sewer system after nine months from the date of adoption of the ordinance codified in this chapter without a permit therefor.

13.20.070 Premises not to be offensive.

No person shall suffer or permit any premises belonging to or occupied by him or under his control, located in the City, or any cellar, vault, privy, cesspool, sewer or private drain thereon or therein, to become nauseous, foul or offensive or prejudicial to the public health or public comfort.

13.20.080 Separation of storm drainage and sewage.

No person, firm or corporation shall allow or permit any sewage of any kind from his premises to enter any of the storm drains of the City, whether by surface drainage, pipes or other means, nor shall storm drainage, that is, runoff from precipitation, be permitted to enter into the sewage system.

13.20.090 Supervision of sewer connections.

All connections with any public sewer in the City of Healdsburg, and all repairs thereof, including excavating and laying pipe from sewer to property line, shall be made or caused to be made under the direct supervision of the City, but at the cost and expense of person, firm or corporation desiring the same to be done.

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13.20.100 Excavation in street.

Whenever it is necessary to excavate from property line to sewers in public streets in the City, such excavation shall be made by the person, firm or corporation making application and all work shall be installed by an appropriately licensed contractor.

13.20.110 Permit for excavation and installation.

When any excavation for a sewer connection will be located in the streets of the City, the applicant for such permit shall apply to the City Engineer for an encroachment permit and pay such fees as established from time to time by the City Council.

13.20.120 Reserved.

13.20.130 Sewer charges – Rate schedule.

The City Council shall fix the rates to be charged for sewer service by the City, by resolution, and in so doing shall distinguish the different classes of service made available and fix rates appropriate to each class of service. Rates shall be fixed and revised from time to time with the objective that the City sewer system shall be operated on a sound economic basis as a revenue-producing enterprise.

13.20.140 Reserved.

13.20.150 Reserved.

13.20.160 Sewer charges – To be lien upon premises.

Each charge or rental levied pursuant to this chapter on property within the City shall be a lien upon the corresponding lot, land or premises served by a connection to the City sewer system.

13.20.170 Lateral permits.

No person shall construct a building sewer, lateral sewer, or make a connection with any public sewer without first obtaining a permit from the City and paying all fees and connection charges required under Chapter 17.08 HMC.

13.20.180 Public sewer construction permits.

No person shall uncover, use, alter, disturb, construct, extend, or connect to any public sewer without first obtaining a written permit from the City and paying all fees and connection charges and furnishing security and evidence of insurance as may be required in accordance with Chapter 17.08 HMC. The provision of this section requiring permit shall not apply to contractors constructing sewers under contracts with the City.

13.20.190 Plans, profiles and specifications required.

The application for a public sewer construction permit shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the City, prepared by a registered civil engineer in the state of California, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plan, profiles and specifications shall be examined by the City Engineer who shall approve them

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as filed or require them to be modified as he deems necessary for proper installation. After approval by the City Engineer, a permit shall be issued upon the payment of all connection charges, fees and furnishing bonds as required by the City. The permit shall prescribe such terms and conditions as the City Engineer finds necessary in the public interest.

13.20.200 Public sewer construction.

Prior to the issuance of a permit for public sewer construction, the applicant shall enter into a development agreement in accordance with HMC 17.08.050.

13.20.210 Subdivisions.

The requirements of these regulations shall be fully complied with before any final subdivision map shall be approved by the City Council. The final subdivision map shall provide for the dedication of easements or rights-of-way in which public sewer lines are to be constructed.

13.20.220 Compliance with permit.

After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the sewer, the grade, materials, or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the City Engineer.

13.20.230 Time limit on permits.

If work under a permit be not commenced within six months from the date of issuance, or if after partial completion the work be discontinued for a period of one year, the permit shall thereupon become void and no further work shall be done until a new permit shall have been secured. New connection, engineering and inspection fees shall be paid upon the issuance of said new permit.

13.20.240 Agreement.

The applicant's signature on an application for any permit shall constitute an agreement to comply with such permit and all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the City, and with the plans and specifications he had filed with his applications, if any, together with such corrections or modifications as may be made or permitted by the City, if any. Such agreement shall be binding upon the applicant and may be altered only by the City upon the written request for the alteration from the applicant.

13.20.250 Design and construction standards.

Minimum standards for the design and construction of sewers shall be in accordance with the design standards of the City, as adopted by resolution of the City Council. The City Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

13.20.260 Compliance with local regulations.

Any person constructing a sewer within a street shall comply with all state, county or City laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits

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and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the City.

13.20.270 Easements or rights-of-way.

In the event an easement is required for the extension of the public sewer, the applicant shall procure and have accepted by the City Council a proper easement or grant of right-of-way sufficient to allow the laying, maintenance, and replacement of such extension or connection. Said width shall be determined by the City Engineer.

13.20.280 Grade stakes.

Grade and line stakes shall be set by a registered civil engineer in the state of California prior to the start of work on any public sewer construction. The contractor shall be responsible for accurately transferring grades to grade bars and sewer invert.

13.20.290 Persons authorized to perform work.

Only properly licensed contractors shall be authorized to perform the work of public sewer construction. All terms and conditions of the permit issued by the City to the applicant shall be binding on the contractor. The requirements of this section shall apply to lateral sewers installed concurrently with public sewer construction.

13.20.300 Protection of excavation.

The applicant shall maintain such barriers, lights and signs as are always necessary to give warning to the public that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer; streets, sidewalks, parkways, and other property damaged in the course of the work shall be reconstructed in a manner satisfactory to the City.

13.20.310 As-built drawings.

As-built drawings showing the actual location of all mains, structures, tees, and laterals shall be filed with the City before final acceptance of the work.

13.20.320 Completion of sewer required.

Before any acceptance of any sewer line by the City and prior to the admission of any sewage into the system, the sewer line shall be tested and shall be complete in full compliance with all requirements of the City standards and to the satisfaction of the City Engineer.

13.20.330 All work to be inspected.

All lateral and main sewer construction work shall be inspected by the City Engineer to ensure compliance with all requirements of the City. No lateral sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the public sewage collection system until the work covered by the permit has been completed, inspected and approved by the City Engineer.

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13.20.340 Notification.

It shall be the duty of the person doing the work authorized by permit to notify the office of the City Engineer that said work is ready for inspection. Such notification shall be given not less than 24 hours before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the City before giving the above notification.

13.20.350 Condemned work.

When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to that effect shall be given instructing the owner of the premises, or the agent of such owner, to repair or replace the sewer or other work authorized by the permit, in accordance with the ordinances, rules and regulations of the City.

13.20.360 All costs paid by owner.

All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the work.

13.20.370 Liability.

The City and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be answerable for, and shall save the City and its officers, agents and employees harmless from any liability imposed by law upon the City or its officers, agents or employees, fees and interest incurred in defending same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

13.20.380 Industrial wastewater discharge permits.

No person intending to discharge anything except domestic sewage shall make a connection to the sewer system without first applying to and receiving from the office of the City Engineer a permit therefor. This permit shall be in addition to all other permits required by the City.

Applicants for an industrial wastewater discharge permit shall complete the City's application form available at the office of the City Engineer.

Upon receipt of all required information, the application shall be evaluated by the City Engineer against the requirements of Chapter 13.24 HMC, with all other applicable provisions of this chapter, and as to the capacity of the City's wastewater facilities to convey, treat and dispose of the wastewater.

The application shall be approved if the applicant has furnished all requested information, complied with all applicable requirements of this chapter and the City Engineer determines that adequate, unallocated capacity exists in the City's facilities to convey, treat and dispose of the wastewater. When properly signed by the City Engineer, the application form shall constitute a

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valid industrial wastewater discharge permit. A copy of the signed permit will be returned to the applicant.

The industrial wastewater discharge permit may require pretreatment of industrial wastewaters before discharge; restriction of peak flow discharges may include conditions such as, but not limited to, discharge of certain wastewater only to specified sewers of the City, relocation of point of discharge, prohibition of discharge of certain wastewater components, restriction of discharge to certain hours of the day, payment of additional charges to defray increased costs of the City created by the wastewater discharge and such other conditions as may be required to effectuate the purpose of this chapter.

A permit for industrial wastewater discharge is not transferable without the prior written consent of the City Engineer.

No persons shall discharge industrial wastewaters in excess of the quantity or quality limitations set by the industrial wastewater discharge permit. Any person desiring to discharge wastewaters or use facilities which are not in conformance with the industrial wastewater permit should apply to the City Engineer for an amended permit.

13.20.390 Change of industrial wastewater permit restrictions.

The City Engineer may change the restrictions or conditions of an industrial wastewater discharge permit from time to time as circumstances may require. The City Engineer shall allow an industrial discharger a reasonable period of time to comply with any changes in the industrial wastewater permit required by the City Engineer or regulatory agencies of the state and federal governments.

13.20.400 Suspension of permit for industrial wastewater discharge.

The City Engineer may suspend an industrial wastewater discharge permit for a period of not to exceed 45 days when such suspension is necessary in order to stop a discharge which presents an imminent hazard to the public health, safety or welfare, to the local environment or to the City's sewerage system.

Any discharger notified of a suspension of his industrial wastewater permit shall immediately cease and desist the discharge of all industrial wastewater to the sewerage system. In the event of a failure of the discharger to comply voluntarily with the suspension order, the City Engineer shall take such steps as are reasonably necessary to ensure compliance.

Any suspended discharger may file with the City Engineer a request for City Council hearing in which event the City Council shall meet within 14 days of the receipt by the City Engineer of such request. The City Council shall hold a hearing on the suspension and shall either confirm or revoke the action of the City Engineer. Reasonable notice of the hearing shall be given to the suspended discharger in the manner provided for in HMC 13.20.420. At this hearing, the suspended discharger may appear personally or through counsel.

The City Engineer shall reinstate the industrial wastewater permit upon proof of satisfactory compliance with all discharge requirements of the City.

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13.20.410 Revocation of permit for industrial wastewater discharge.

The City Council may revoke an industrial wastewater discharge permit upon a finding that the discharger has violated any provision of this chapter. No revocation shall be ordered until a hearing on the question has been held by the City Council. At this hearing, the discharger may appear personally or through counsel. Notice of the hearing shall be given to the discharger in the manner provided in HMC 13.20.420.

Any discharger whose industrial wastewater permit has been revoked shall immediately stop all discharge of any liquid-carried wastes covered by the permit to any public sewer that is tributary to a sewer or sewerage system of the City. The City Engineer may disconnect or permanently block from such public sewer the industrial connection sewer of any discharger whose permit has been revoked if such action is necessary to ensure compliance with the order of revocation.

Before any further discharge of industrial wastewater may be made by the discharger, he must apply for a new industrial wastewater discharge permit, pay all charges that would be required upon initial application together with all delinquent fees, charges and penalties and such other sums as the discharger may owe to the City. Costs incurred by the City in revoking the permit and disconnecting the industrial connection sewer shall be paid for by the discharger before issuance of a new industrial wastewater discharge permit.

13.20.420 Notice.

The City Engineer shall notify any person found to be in violation of this chapter, or requirement of a permit issued hereunder, before the City Engineer takes any action to implement suspension or revocation. The City Engineer shall take no action until the elapse of 10 days from the date notice is given.

Unless otherwise provided herein, any notice required to be given by the City Engineer shall be in writing and served in person or by registered or certified mail. If served by mail, the notice shall be sent to the last address known to the City Engineer. Where the address is unknown, service may be made upon the owner of record of the property involved.

Notice shall be deemed to have been given at the time of deposit, postage prepaid, in a facility serviced by the United States Postal Service.

13.20.430 Connections outside the City limits.

The City Council may, if a health hazard exists, or if the City Council finds it in the best interest of the City and system capacity is adequate, authorize a permit to connect to the City sewer for properties outside the City.

The applicant shall first enter into a contract in writing whereby he shall bind himself, his heirs, successors and assigns to abide by all ordinances, rules and regulations in regard to the manner in which such sewer shall be used, the manner of connecting therewith, and the plumbing and drainage in connection therewith and also shall agree to pay all fees required for securing the permit; annexation, development connection fees and monthly sewer service charges in the amount set by the City for the privilege of using such sewer.

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13.20.440 Prohibited wastes.

No person shall discharge, cause, or permit to be discharged into any public sewer the following wastes:

- A. Any liquid or water having a temperature higher than 150 degrees Fahrenheit.
- B. Any water or waste containing floatable grease, oil, fat or ether-soluble matter in excess of 50 parts per million, or dispersed nonfloatable grease, oil, fat or ether-soluble matter other than soap, in excess of 500 parts per million.
- C. Any gasoline, flammable or explosive liquid, solid or gas.
- D. Any garbage, except garbage shredded to 1/4-inch maximum size from individual dwelling units. In no event will industrial, commercial, or institutional sewer systems qualify for the exception.
- E. Any ashes, bones, hair, whole blood, cinders, and mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solids or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.
- F. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the plant.
- H. Any waters or wastes containing suspended solids or dissolved matter of such character and quantity that unusual attention or exposure is required to handle such materials at the plant.
- I. Any septic tank sludge, except at an authorized location with a valid disposal permit.
- J. Any waters or wastes containing more than 0.1 milligram per liter of dissolved sulfides.
- K. Any radioactive waste in an amount greater than recommended by local or state public health agencies.
- L. Any other solid or liquid which is determined by the City Engineer to be detrimental to the sewer system or treatment plant.
- M. Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations.
- N. Any water or wastes containing any of the following toxic substances exceeding the concentrations listed:

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Toxicants	Maximum Allowable Concentration (mg/l)	
Aluminum	5.0	
Ammonia (as nitrogen)	20.0	
Antimony	5.0	
Arsenic; arsenicals	0.5	
Barium	5.0	
Beryllium	1.0	
Bromine, chlorine, and iodine (total)	10.0	
Boron	1.0	
Cadmium	0.02	
Total identifiable chlorinated hydrocarbons	0.002	(trace)
Chromium (total)	0.01	
Cobalt	0.5	
Copper	0.5	
Cyanides	0.1	
Fatty acids	5.0	
Fluorides	2.0	
Formaldehydes	5.0	
Iron	5.0	
Lead	0.5	
Manganese	1.0	
Mercury	0.001	
Phenol and derivatives	0.5	
Nickel	0.2	
Selenium	5.0	
Silver	0.05	
Zinc	1.0	

O. Any water or wastes having a median toxicity limit (TLM) lower than 25 percent as determined by a 96-hour bioassay.

P. Any waters or wastes containing algicides, fungicides, antibiotics, insecticides, strong oxidizing agents or strong reducing agents.

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- Q. Any noxious or malodorous gas or substances capable of creating a public nuisance either by itself or by interaction with other substances.
- R. Any wastes requiring an excessive quantity of chlorine or other chemical compound used for disinfection purposes.
- S. Any waste producing excessive discoloration or wastewater or treatment plant effluent.
- T. Any garbage, cheese, fruit, vegetable, fish, animal or other solid material from any food processing plant, industrial plant or retail grocery store, unless the discharge has been shredded to 1/4-inch maximum size and does not contain more than five percent solid material by weight (dry basis).
- U. Any water or wastes containing recognizable portions of the human anatomy.
- V. Any unusual volume of flow or concentration of waste, from a commercial or industrial course, of any constituent or in quantity of flow for any period of duration longer than 15 minutes that is five times the average 24-hour concentration or flow during normal operation.
- W. Any water or waste containing substances which are not amenable to treatment or which cause the treatment plant effluent to fail to meet the discharge requirements established by the State Water Resources Control Board, the California Regional Water Quality Board, or any other state or regulatory agency.

13.20.450 Pretreatment of wastewaters.

A wastewater pretreatment system or device may be required by the City Engineer to treat flow prior to discharge to the sewer when it is necessary to restrict or prevent the discharge to the sewer of certain waste constituents not in compliance with HMC 13.20.440, Prohibited wastes, to distribute more equally over a longer time period any peak discharges of wastewaters or to accomplish any pretreatment result required by the City Engineer. All pretreatment systems or devices shall be approved by the City Engineer, but such approval shall not absolve the discharger of the responsibility of meeting any effluent limitation required by the City. All pretreatment systems judged by the City Engineer to require engineering design shall have plans prepared and signed by an engineer of suitable discipline licensed in the state of California.

This chapter refers to and enforces the pretreatment standards published in the Federal Register by the EPA pursuant to Section 107(b) of the Federal Water Pollution Control Act Amendments of 1972.

Normally, a gravity separation interceptor, equalizing tank, neutralization chamber and control manhole will be required, respectively, to remove prohibited settleable and floatable solids, to equalize wastewater streams varying greatly in quantity and/or quality, to neutralize low or high pH flow and to facilitate inspection, flow measurement and sampling.

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Floor drains from commercial or manufacturing buildings, warehouses or multi-use structures shall not discharge directly to the sewer but shall first discharge to a gravity separation interceptor.

Grease, oil, and sand interceptors shall be provided by the waste discharger when, in the opinion of the City Engineer, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the City Engineer and shall be so located as to be readily and easily accessible for cleaning and inspection.

No person shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system of the City, or any part thereof, any garbage, or any fruit, vegetable, animal, fish, or other solid industrial wastes resulting from the processing, packaging or canning of fruits, vegetables, fish, or other foods or products, unless such wastes have first been passed through screens having openings not exceeding one thirty-second of an inch in dimension. The City Engineer, by written permit, may authorize the discharge into the sanitary sewer system of such wastes if they are first passed through screens having larger openings if the City Engineer is satisfied that such larger openings will provide screening efficiency and effectiveness equal to or better than that provided by the above-specified openings of one thirty-second of an inch in dimension. Each person who shall discharge, cause, allow, or permit to be discharged into the sanitary sewer system of the City, or any part thereof, any such wastes shall install and maintain in good operating order screens as above-specified and appurtenances thereto, including, but not limited to, all necessary conveyors and elevators, all in sufficient quantity and of sufficient size and quality to continuously and effectively screen not less than 100 percent of the peak hydraulic and solids loading imposed on such screens and appurtenances during any processing period. Sufficient additional screens and appurtenances shall be provided by each person who discharges such wastes into the sanitary sewer system to provide standby facilities.

No person shall discharge, cause, or allow or permit to be discharged into the sanitary sewer system, or any part thereof, any other industrial wastes unless such wastes have first been passed through screens having openings not exceeding three-quarters of an inch in dimension; provided, that the City Engineer, by written permit, may authorize the discharge of such wastes in the sewer system if they are first passed through screens having larger openings, if the City Engineer is satisfied that such larger openings will provide screening efficiency and effectiveness equal to or better than that provided by the smaller openings.

No one shall discharge any screened wastes into the sanitary sewer system, or any part of the system, unless and until he has obtained from the City Engineer a permit to do so. The City Engineer shall require such person to provide to the City Engineer a report prepared by a registered engineer which shows, to the satisfaction of the City Engineer, that such wastes can be processed successfully by the physical and biological processing units of the treatment plant and carried through the sewer collection system.

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13.20.460 General.

The design and construction of all sewers, connections to sewers, pretreatment facilities and appurtenances which are directly or indirectly connected to the City sewer and wastewater treatment system shall be in accordance with all state laws, City ordinances, City standard drawings, specifications and regulations as may be adopted from time to time by resolution of the City Council, and in accordance with generally accepted engineering practice. Any public works to be constructed shall be designed by an engineer licensed to practice in California.

No property owner shall maintain a private sewer lateral or private sewer main in a defective condition. As used in this chapter, “defective condition” includes, but is not limited to: (A) displaced joints, leaks or breaks; (B) root intrusion; (C) substantial deterioration; (D) damaged, uncapped or missing sewer cleanout; (E) damaged or missing backflow prevention device when required; (F) a condition that will allow infiltration and inflow of extraneous water, including, but not limited to, rain, storm water or groundwater, or which allows exfiltration of sewage; (G) a condition that materially increases the possibility of a blockage or overflow; (H) construction without a proper permit or with materials not approved by the City; (I) lack of a proper connection to the City’s sewer system; (J) otherwise in violation of City requirements; or (K) in such a condition that the tests required by this chapter cannot be accomplished to the satisfaction of the City.

Separate sewer service connections are required for each separate building whether such building is on the same or a different lot or parcel of land.

Exceptions may be made upon appeal to the City Engineer or City Council, where several single-family, multifamily, commercial or industrial units are constructed within several buildings on the same parcel of land, where it is agreed that such land can be adequately served by a single private sewer main.

If the land is later divided, then separate laterals shall be provided for each building or several buildings on each separate parcel of land or for each air space unit unless the private sewer main has been legally made the responsibility of the property or unit owner(s). Such property owner or owner’s association will be responsible for construction, reconstruction, maintenance, and repair of the private sewer main.

In the case of the exception, a private sewer main may be placed in the proposed development with a private sewer lateral to each building.

All private sewer mains and private sewer laterals shall be connected to the public sewer main at a single location approved by the City Engineer, and a manhole or cleanout shall be provided on the private sewer main at or near the point of connection with the City sewer system, normally near the property line. All such private sewer mains and all such private sewer laterals thereto shall be installed at the expense of the property owner or developer. The property owner will be responsible for all aspects of construction for new private sewer laterals and/or new private sewer mains. The property owner will be responsible for all aspects of reconstruction, maintenance, repair, and response related to sanitary sewer overflows from private sewer mains,

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and all portions of the private sewer laterals as provided for in HMC 13.20.465. (For private sewer mains, the property owner or owner's association shall apply for, and be responsible for, a single billing for the service.)

Where such connections preexist these regulations, they shall be permitted until sale of the parcel, at which time a separate private sewer lateral shall be provided for the sold parcel.

Existing private sewer mains and/or private sewer laterals may be used in connection with new buildings only when they are found upon examination and test to meet all requirements of this chapter and the City standards. All test documentation (pressure testing, CCTV inspection, visual inspection reports, etc.) shall be submitted to the City Engineer for approval and authorization to use the existing private sewer lateral or private sewer main prior to placing it into service.

In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means, approved by the building official, and discharged to the public sewer at the expense of the owner. Adequate anti-backflow devices shall be installed by the applicant.

The connection of the building sewer into the public sewer shall be made at the lateral or "T" branch, if such lateral or "T" branch is available at a suitable location. Where properly located "T" branch is not available, a neat hole may be cut into the public sewer to receive the building or lateral sewer, with entry in the downstream direction at an angle of 45 degrees. A wye saddle shall be used for the connection and in no case shall the pipe protrude inside the main sewer. A smooth, neat joint shall be made, and the connection made secure and watertight, including by encasement in concrete, if so determined by the engineer. The connection to the public sewer shall be made in the presence of the City Engineer and under his supervision and direction. Any cutting of public mains shall be done only by City personnel, cost borne by applicant. Any damage to the public sewer shall be repaired at the cost of the applicant to the satisfaction of the City Engineer.

All excavations for a lateral sewer installation shall be adequately guarded with barricades or lights to protect the public from hazard. Streets, sidewalks, parkways, and other property damaged in the course of the work shall be restored in a manner satisfactory to the City Engineer.

All domestic or sanitary wastewaters from restrooms, showers, drinking fountains, etc., shall be kept separate from all industrial wastewaters until the industrial wastewaters have passed through any required pretreatment system or device. A control manhole of a design approved by the City Engineer shall be furnished and installed by certain designated industrial wastewater dischargers to facilitate visual inspection, sampling, and flow measurements by personnel of the City. This control manhole shall be located off the industrial premises or, if within the plant fence, a special locked gate shall be provided, with keys to the gate lock given to the City. Unrestricted access to this control manhole shall always be available to authorized personnel of the City. The control manhole may be used as a junction manhole for domestic sewage and industrial wastes provided the junction occurs downstream of the sampling or flow measuring point.

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Each discharger shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this chapter. Where necessary, or as directed by the City Engineer, retention basins, dikes, storage tanks or other devices designed to eliminate, neutralize, offset or otherwise negate the effects of prohibited materials or waste discharges in violation of this chapter shall be installed.

13.20.465 Responsibilities for private sewer mains and private sewer laterals.

Private sewer laterals shall be maintained by the owner of the property served from the building being served up to the front property line, provided a cleanout accessible to maintenance forces is available. If an accessible cleanout is not available, the owner shall be responsible for all aspects of maintenance, repair, or replacement of the private sewer lateral to its connection to the public main. For the purposes of this section a “P-trap” is not an accessible cleanout.

The owner of any premises is responsible for all aspects of the maintenance of the private sewer main and/or the building sewer lateral. The owner shall perform all necessary maintenance to keep all private sewer mains or building sewer laterals free from roots, grease deposits, and other solids that may impede the flow or obstruct the transmission of sewage. The owner shall perform all necessary repairs, including replacement, of all components of the private system (sewer lateral, sewer main, building sewer, etc.) to keep it in good condition and free from structural defects, cracks, breaks, openings, and missing portions.

The owner of any premises is also responsible for any civil or administrative liabilities, or other penalties allowed by law, associated with sanitary sewer overflows caused by owner’s failure to comply with provisions of this section.

All private sewer mains and/or private sewer laterals serving a property shall be inspected, at the property owner’s expense, by closed circuit television (CCTV inspection) and their operational conditions verified and tested by means approved by the City Engineer, upon the occurrence of one or more of the following general conditions:

- A. Upon the occurrence of a qualifying sewer lateral service call. The CCTV inspection must be completed, all necessary repairs completed as specified in any notice of violation issued by the City, and a certificate of private sewer lateral compliance issued by the City;
- B. Upon issuance of a building permit with a valuation of \$25,000 or more if no inspection/replacement of the private sewer main and/or lateral and issuance of a certificate of private sewer lateral compliance has occurred within the previous 20 years prior to issuance of the building permit. The CCTV inspection must be completed, and a certificate of private sewer lateral compliance issued prior to conducting a final inspection or issuance of a certificate of occupancy. For the purposes of determining the valuation of work subject to the \$25,000 threshold any work required by the Americans with Disabilities Act (“ADA”) or to add fire sprinklers as required by the City shall not be included when determining whether a private sewer lateral is subject to inspection and testing;

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C. The occurrence of one sanitary sewer overflow caused by the private sewer main and/or lateral. The CCTV inspection must be completed, all necessary repairs completed as specified in any notice of violation issued by the City, and a certificate of private sewer lateral compliance issued by the City;

D. A change of the use of the structure served from: (1) residential to nonresidential uses; (2) to a nonresidential use that will result in a higher flow than the current nonresidential use; and (3) nonresidential uses where the structure served has been vacant/unoccupied for more than three years. The CCTV inspection must be completed, and a certificate of private sewer lateral compliance issued prior to conducting a final inspection or issuance of a certificate of occupancy;

E. Upon replacement or repair of any part of the sewer lateral;

F. Upon significant repair or replacement of the main sewer line to which the lateral is attached.

The CCTV inspection shall be conducted by a licensed contractor who is qualified to provide video inspections. The contractor must have both a City business license and a state of California contractor's license. All private sewer mains and/or private sewer laterals shall be inspected by CCTV video.

The property owner shall submit a video recording of the private sewer main/lateral inspection to the department of public works for review with the appropriate review fee as established by the City's master fee schedule. At the beginning of such video, the qualified contractor shall state the address of the property and take a photograph of the building whose lateral is being videoed, which shall be submitted with the video inspection to the public works department.

The property owner or duly appointed agent for the property owner shall notify the City of the time and date of the CCTV inspection at least seven calendar days prior to the inspection.

Prior to inspection, the private sewer main and/or private sewer lateral shall be thoroughly cleaned.

An inspection shall be valid for a period of six months from the date of the inspection. If a property owner fails to obtain a certificate of private sewer lateral compliance within six months after obtaining a CCTV inspection the department of public works may, in its discretion, require the property owner to obtain another inspection before issuing a certificate of private sewer lateral compliance.

A property complies with the provisions of this section if the CCTV inspection and other test parameters verify all of the following conditions as approved by the City Engineer:

1. The private sewer main and/or private sewer lateral is free of roots, grease deposits, and other solids which may impede or obstruct the transmission of sewage;

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2. There are no improper or illegal connections to the private sewer main and/or private sewer lateral such as sump pumps, down spouts or area drainage facilities;
3. All joints in the private sewer main and/or private sewer lateral are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water and/or rainwater;
4. The private sewer main and/or private sewer lateral is free of structural defects, cracks, breaks, or missing portions and the grade is reasonably uniform without major sags or offsets, including all components of its connection to the public sewer main;
5. The private sewer lateral is equipped with at least one cleanout located within five feet of the building footprint, a cleanout located at the property line and with a backflow prevention device as required by this chapter;
6. None of the other defective conditions referred to in this section exist on the property.

If the City Engineer determines, in his or her sole discretion, that a private sewer main and/or private sewer lateral is in a defective condition, the city shall provide a written notice of violation that meets the criteria contained in HMC 13.20.420. The property owner shall cause all repairs necessary to bring the private sewer main and/or lateral into compliance as outlined in the notice of violation. All costs of repair or replacement of the private sewer main and/or private sewer lateral shall be borne by the property owner, including obtaining all necessary permits prior to commencement of construction.

Upon completion of repairs or replacement of the private sewer main and/or private sewer lateral, the property owner shall have another CCTV inspection and other test parameters conducted in order to verify that the repairs or replacement have been properly completed, pursuant to this chapter. The CCTV inspection and other reports shall be submitted to the City Engineer or his representative. All work shall be done to the satisfaction of the City Engineer or his representative, in accordance with all state laws, City ordinances, City standard drawings, specifications and regulations.

The City shall review the final submitted CCTV inspection for compliance with this chapter. When all conditions are met to the satisfaction of the City, the private sewer main and/or private sewer lateral shall be certified as complying with the provisions of the Healdsburg Municipal Code. The City shall thereupon issue a certificate of private sewer lateral compliance to the property owner, noting that based on the evidence submitted the private sewer main and/or private sewer lateral serving the property is properly equipped, structurally sound and meets the requirements of the City. Once a certificate of private sewer lateral compliance is issued, the private sewer main and/or private sewer lateral for which the certificate of compliance is issued shall not require testing for a period of 20 years from the date of issuance of the certificate of compliance unless the City has reason to believe the private sewer main and/or private sewer lateral is in a defective condition as defined in HMC 13.20.460 or upon the occurrence of one or more of the general conditions described in subsections (C) through (F) of this section. The

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certificate of private sewer lateral compliance shall not imply a warranty or guarantee of any kind.

13.20.470 Technical requirements.

The following technical provisions shall be used in the design of sewers connected to or a part of the City sewage system. For facilities for which specific requirements are not provided, the City Engineer shall determine the design parameters.

- A. Sizing of all sewers shall be based upon a complete drainage study of the present proposal as well as all existing and potential upstream contributing areas. Minimum main size is six-inch diameter.
- B. Sewers shall be designed to handle a per capita average flow of 100 gallons per day for residential areas.
- C. Commercial and industrial areas will require the design of sewers to handle the quantities discharged as determined by the applicant's engineer with the approval of the City Engineer.
- D. Design of the sewer lines will be based upon peak flows in accordance with the standard practice adopted by the American Society of Civil Engineers in their manual on Engineering Practice No. 37, latest revision.
- E. All sewers shall be designed to flow two-thirds full under peak design conditions.
- F. The minimum size of a lateral sewer shall be four-inch diameter. The slope of a four-inch lateral sewer shall be a minimum one-half foot per 100 feet. The slope of a six-inch lateral sewer shall be a minimum of 0.25 foot per 100 feet. The minimum cover shall be 24 inches unless a variance from these standards is given in writing by the City Engineer.
- G. Sewer slopes shall be sufficient to maintain a velocity of two feet per second.
- H. All materials for sewer mains and laterals shall be as shown in City standard drawings and specifications, or as approved in writing by the City Engineer.
- I. Manholes shall be used to make all turns.
- J. Manholes on straight sewer lines shall be placed a maximum of 400 feet center to center.
- K. Sewer mains in curved streets shall be on a minimum 200-foot radius. Manholes between tangents shall not be more than five feet from the street centerline.
- L. Manhole covers in undeveloped areas will be set one foot above existing grade.
- M. All manhole stubs shall be shown on the plans by size.
- N. Cleanout or manhole shall be used on dead-end lines.
- O. The locations of all sewer mains shall be designated by the City Engineer.

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P. All sewer laterals shall be extended to the property line and shall be a minimum four-inch diameter but in no case shall the sewer lateral on public property be smaller than the lateral on private property.

Q. The lateral invert at the curb line shall be three feet below the curb flowline grade, unless lot grades dictate a greater depth.

R. Lift stations shall be avoided where possible. However, it is recognized that they may have to be used and the following design requirements are to be adhered to in their design:

1. Pumps or ejector units shall be provided in duplicate arranged for positive priming.
2. Capacity shall be provided to handle ultimate peak flow from the tributary area. When the tributary area exceeds 300 acres the capacity shall be provided to handle the peak ultimate flow with the largest pump out of service. Staged installation of pumps is allowed providing space is provided for future installation.
3. Access shall be provided to the site for removal and repair of equipment.
4. A means of dewatering force mains shall be provided.
5. An overflow device will be provided if possible, as approved by the City Engineer.
6. Force mains shall be designed to be able to pass the peak flows without excessive pressures, and the materials shall be corrosive-resistant to the type of sewage being delivered through them. Force mains shall be designed as to obtain a minimum of three feet per second velocity during the pumping period.

S. New sewers shall have a maximum allowable infiltration/exfiltration rate of 200 gallons per day per inch diameter of sewer per mile.

13.20.480 Wastewater sampling.

Periodic measurements of flow rates, flow volume, COD, BOD, grease and nonfilterable residue for use in determining the annual industrial wastewater treatment surcharge and such measurements of other constituents believed necessary for the City Engineer shall be made by all industrial wastewater dischargers, unless specifically relieved of such obligation by the City Engineer. All sampling, analyses and flow measurements of industrial wastewaters shall be performed by a state-certified independent laboratory or by a laboratory of the industrial discharger approved by the City Engineer. If performed by City's personnel, an appropriate charge shall be paid by the discharger requesting the tests. Prior to submittal to the City of data developed in the laboratory of an industrial discharger, the results shall be verified by a responsible administrative official of the industrial discharger under the penalty of perjury.

All wastewater analyses shall be conducted in accordance with the appropriate procedure contained in "Standard Methods." If no appropriate procedure is contained therein, the standard procedure of the industry or a procedure judged satisfactory by the City Engineer shall be used to

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measure wastewater constituents. Any independent laboratory or discharger performing tests shall furnish any required test data or information on the test methods or equipment used, if requested to do so by the City Engineer.

All dischargers making periodic measurements shall furnish and install at the control manhole or other appropriate location a calibrated flume, weir, flow meter or similar device approved by the City Engineer and suitable to measure the industrial wastewater flow rate and total volume. A flow indicating, recording, and totalizing register may be required by the City Engineer. In lieu of wastewater flow measurements, the City Engineer may accept records of water usage and adjust the flow volumes by suitable factors to determine peak and average flow rates for the specific industrial wastewater discharge.

The sampling, analysis and flow measurement procedures, equipment and results shall be subject at any time to inspection by the City. Sampling and flow measurement facilities shall be such as to provide safe access to authorized personnel.

Those industrial wastewater dischargers required by the City Engineer to make periodic measurements of industrial wastewater flows and constituents shall annually make the minimum number of such measurements required. The minimum requirement for such periodic measurements shall be at least one 24-hour measurement per year. Representative samples of the industrial wastewater shall be obtained at least once per hour over the 24-hour period, properly refrigerated, composited according to measured flow rates during the 24 hours and analyzed for the specific wastewater constituents. Dischargers required to sample on only a few days per year shall sample during the period of highest wastewater flow and wastewater constituent discharges. Industrial plants with large fluctuations in quantity or quality of wastewater may be required to provide continuous sampling and analyses for every working day. When required by the City Engineer, dischargers shall install and maintain in proper order automatic flow-proportional sampling equipment and/or automatic analysis and recording equipment.

Measurements to verify the quantities of waste flows and waste constituents reported by industrial dischargers will be conducted on a random basis by personnel of the City.

13.20.490 Accidental discharges.

Dischargers shall notify the City Engineer immediately when accidental discharges of wastes in violation of this chapter occur so that countermeasures may be taken by the City to minimize damage to the sewer system treatment plant, treatment processes and the receiving waters. Such notification will not relieve dischargers of liability for any expense, loss or damage to the sewer system, treatment plant, or treatment process, or for any fines imposed on the City on account thereof by any state or federal regulatory agencies.

In the event of accidental discharge in violation of this chapter, the discharger shall furnish the City Engineer, within 15 days of the date of occurrence, a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrence.

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In order that employees of dischargers be more fully informed of City requirements, copies of these regulations (displaying this section) shall be permanently posted on bulletin boards of dischargers together with such other industrial wastes information and notices which may be furnished by the City from time to time directed toward more effective water pollution control.

Sewer connections within the discharger's plumbing or drainage system shall be appropriately labeled to warn operating personnel against discharge of any substance in violation of this chapter.

13.20.500 Right of entry.

The City Engineer and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties served by the City for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.

13.20.510 Damage caused by prohibited wastewater discharge.

Any industrial wastewater discharger who discharges or causes the discharge of prohibited wastewaters which cause damage to City facilities, detrimental effects on treatment processes or any other damages resulting in costs to the City shall be liable to the City for all damage occasioned thereby.

13.20.520 Requirements for sewer lateral service providers to submit reports.

A. On and after July 15, 2013, any person or business entity providing sewer lateral service in the City for compensation shall file a written report with the public works department of each qualifying sewer lateral service call it makes in the City. The report shall contain the date of the call, the address where the sewer lateral is located, and a brief description of the service and of the conditions making it a qualifying sewer lateral service call. All reports must be submitted to the City no later than three business days after the service call.

B. The City Engineer may adopt a form for use in filing the reports.

C. Upon the receipt of a report of a qualifying sewer lateral service call for an address in the City, the City Engineer shall issue a notice of violation to the property address that a sewer lateral inspection is required and depending on the results of the inspection repairs or replacement of the sewer lateral may be required.

D. The City Engineer shall monitor whether businesses that provide septic and sewer line cleaning, plumbing and similar services which have been issued a City business license are filing reports as required by this section. (Ord.

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13.20.530 Fees.

A. Fees. When any work, testing or inspection in this chapter does not specifically require an application for permit with a City, county or state agency, the City Council may, by resolution, approve a fee schedule to provide for administration of the inspection program.

SECTION 6. Environmental Findings. This ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effective Date. This ordinance takes effect 30 days from the date of its adoption.

SECTION 9. Publication. Before expiration of fifteen (15) days after its passage, this Ordinance or a summary thereof as provided in Government Code section 36933, shall be published at least once in a newspaper of general circulation published and circulated in the City of Healdsburg, along with the names of the City Council members voting for and against its passage.

INTRODUCED by the City Council of the City of the Healdsburg on the 7th day of December, 2020, and PASSED and APPROVED at a regular meeting of the City Council on the ____ day of _____ 2020 by the following vote:

AYES: Councilmembers: ()

NOES: Councilmembers: ()

ABSENT: Councilmembers: ()

ABSTAIN: Councilmembers: ()

SO ORDERED

ATTEST:

Attachment: Proposed Ordinance (3035 : Utilities ordinance revision - second reading)

Ordinance No. ____
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Evelyn Mitchell, Mayor

Raina Allan, City Clerk

Date: _____

Attachment: Proposed Ordinance (3035 : Utilities ordinance revision - second reading)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Accept as Complete the FY 2019-20 Multi Facility Project

PREPARED BY: Heather Ippoliti, Administrative Services Director

STRATEGIC INITIATIVE(S):

Effective & Efficient Government

Infrastructure & Facilities

Maintain and Improve Infrastructure and Facilities

RECOMMENDED ACTION(S):

Adopt a Resolution accepting the FY 2019-20 Multi Facility Project as complete and authorizing filing the Notice of Completion.

COMMUNITY ENGAGEMENT/OUTREACH:

Not Applicable.

BACKGROUND:

One of the 5-Year Strategic Plan Initiatives recently adopted by the City Council is to “Maintain and Improve Infrastructure and Facilities.” The initiative states that “Healdsburg will initiate action necessary to catch up on the deferred maintenance of City facilities and infrastructure including streets, sidewalks, parks, utility infrastructure and buildings. The City will also develop a program for long-term maintenance that includes a system for establishing priorities among projects and maintenance services and needs.” The Multi Facility Project addresses necessary building improvements and is consistent with this Strategic Initiative.

During the 2018-20 biennial budget process staff presented Council with the schedule of immediate concerns found at six City facilities. The building deficiencies centered around security matters, flooring, bathroom upgrades, and exterior improvements. In June 2018, Council appropriated funding in the Building Maintenance Fund for the Facility Improvement Project (the “Project”). The Project was bid in April 2019 and no bids were received. Staff then proposed creating an all-encompassing project which included the FY 2018-19 and FY 2019-20 planned projects, as well as the Measure V projects related to facilities.

Staff requested a proposal from Alameida Architecture to expand the scope to include the FY 2019-20 and Measure V projects.

A notice inviting bids for the Project was advertised in accordance with all applicable procedures and the City received three bids. The lowest apparent and responsive bid, with a base bid of \$413,750 was received from Carr's Construction Service, Inc. of Santa Rosa. The Council awarded the Project contract to Carr's Construction Service, Inc., for a total project budget of \$622,105.

DISCUSSION/ANALYSIS:

Carr's Construction Service, Inc., completed the work in compliance with the approved plans, specifications, and change orders. The final portion of the work was completed on December 7, 2020 and is ready for acceptance.

ENVIRONMENTAL STEWARDSHIP:

The Project Technical Specifications includes general requirements and procedures for compliance with California Code of Regulations, Title 24, Part 11 California Green Building Standards Code, "CAL-Green". This includes but is not limited to; related requirements for Construction Waste Management and Disposal; VOC Restrictions; Construction Site Best Management Practices; a Storm Water Pollution Prevention Plan; and Pollutant Control.

ALTERNATIVES:

The City Council could choose not to accept the Project as complete and provide further direction to staff. Staff does not recommend this alternative as the work is complete and notice of completion should be sent to close out the contract.

FISCAL IMPACT:

There is no fiscal impact related to the proposed action. The cost of the FY 2019-20 Multi Facility Project was within the budget appropriated for the project.

ENVIRONMENTAL ANALYSIS:

Pursuant to California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations, Section 15302(a), replacement or reconstruction of existing structures and facilities will have substantially the same purpose and capacity as the structure replaced do not qualify as a "Project". Therefore, no further CEQA or environmental review is required.

ATTACHMENT(S):

Resolution
 Notice of Completion
 Certificate of Completion

CITY OF HEALDSBURG

RESOLUTION NO. __ -2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEALDSBURG ACCEPTING AS COMPLETE THE FY 2019-20
MULTI FACILITY PROJECT AND AUTHORIZING FILING
THE NOTICE OF COMPLETION

WHEREAS, one of the Strategic Plan Initiatives adopted by the City Council is to “Maintain and Improve Infrastructure and Facilities; and

WHEREAS, during the 2018-20 biennial budget process staff presented Council with a schedule of immediate concerns found at six City facilities; and

WHEREAS, the FY 2019-20 Multi Facility Project consists of necessary building improvements and is consistent with the City’s Strategic Initiatives; and

WHEREAS, a notice inviting bids for the Project was advertised in accordance with all applicable procedures and the City received three bids; and

WHEREAS, the lowest apparent and responsive bid, with a base bid of \$565,550 was received from Carr's Construction Service, Inc. of Santa Rosa (“Contractor”); and

WHEREAS, on March 2nd, 2020 City Council Awarded the project to Carr’s Construction Service, Inc.; and

WHEREAS, the project was completed in accordance with the approved plans, specifications, and change orders; and

WHEREAS, on December 7, 2020, the Contractor finalized the project; and

WHEREAS, the acceptance of the Project as complete is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15302(a).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Healdsburg hereby:

1. Finds pursuant to Title 14, California Code of Regulations, Section 15302(a) of the California Environmental Quality Act guidelines, that acceptance of the Project as complete is an administrative activity of the City that will not result in direction or indirect physical changes to the environment.
2. Accepts the Project as complete and authorizes staff to file a Notice of Completion with the County Recorder’s Office.

Resolution No. xx-2020

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- 3. Authorizes staff to release any retention due and payable to Carr’s Construction Service, Inc., within thirty-five (35) days after the recordation of the Notice of Completion subject to any retention requirements permitted by law.

PASSED, APPROVE, AND ADOPTED by the City Council of the City of Healdsburg this 21st day of December 2020 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINING: Councilmembers:

SO ORDERED:

ATTEST:

Evelyn L. Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3033 : Multi-Facility 19/20 Project - Notice of Completion)

Recording Requested by:
Healdsburg City Clerk

When Recorded Return to:
Healdsburg City Clerk
401 Grove Street
Healdsburg, Ca. 95448

CITY OF HEALDSBURG NOTICE OF COMPLETION

Project Title:	FY 2019-20 Multi Facility Project
Site Address or Location:	401 Grove Street; 601 Healdsburg Ave; 232 Center Street; 550 Westside Rd, Healdsburg CA 95448
Property Owner:	City of Healdsburg
Address:	401 Grove Street, Healdsburg CA 95448
Nature of Owner's Interest	Property improvements

NOTICE IS HEREBY GIVEN THAT I, HEATHER IPPOLITI, ADMINISTRATIVE SERVICES DIRECTOR of the City of Healdsburg, California, on December 16, 2020 did file with the City Clerk of the City of Healdsburg, a Certificate of Completion of the following described work the contract for doing which was heretofore awarded to Carr's Construction Service, Inc., on March 2, 2020, in accordance with the City Clerk and approved by the City Council of said City;

That said work and improvements were actually completed on December 7, 2020;

That acceptance of the said work and improvements was ordered by City Council Resolution No. _____ on December 21, 2020.

That said work and improvements consisted of associated site improvements as well as exterior repairs as more specifically described in the plans and specifications approved by the City Council of the City of Healdsburg.

I, Heather Ippoliti, Administrative Services Director, of the City of Healdsburg do hereby certify, under penalty of perjury, that the foregoing is true and correct.

DATED: December 21, 2020

ATTEST:

Heather Ippoliti
Administrative Services Director

Raina Allan, City Clerk

Attachment: Notice of Completion (3033 : Multi-Facility 19/20 Project - Notice of Completion)

CITY OF HEALDSBURG CERTIFICATE OF COMPLETION

Project Title:	FY 2019-20 Multi Facility Project
Site Address or Location:	401 Grove Street; 601 Healdsburg Ave; 232 Center St; 550 Westside Rd, Healdsburg CA 95448
Property Owner:	City of Healdsburg
Address:	401 Grove Street, Healdsburg CA 95448

I, HEATHER IPPOLITI, ADMINISTRATIVE SERVICES DIRECTOR of the City of Healdsburg, California, on December 16, 2020 have determined and hereby certify that:

- FY 2019-20 Multi Facility Project, awarded to Carr’s Construction Service, Inc., awarded by Council on March 2, 2020 had been substantially completed by Carr’s Construction Service, Inc., in accordance with the project plans and specifications;
- Said work and improvements were completed on December 7, 2020
- Said work and improvements consisted of associated site improvements as well as exterior repairs

I, Heather Ippoliti, Administrative Services Director, of the City of Healdsburg do hereby certify, under penalty and perjury, that the foregoing is true or correct.

DATED: 12/16/20

Heather Ippoliti
Heather Ippoliti, Administrative Services Director

ATTEST:

Raina Allan
Raina Allan, City Clerk

Attachment: Certificate of Completion (3033 : Multi-Facility 19/20 Project - Notice of Completion)



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Review and approve of the 2021 Utility Wildfire Mitigation Plan

PREPARED BY: Terry Crowley, Utilities Director

STRATEGIC INITIATIVE(S):

Maintain and Improve Infrastructure and Facilities

RECOMMENDED ACTION(S):

Adopt a resolution approving the 2021 Utility Wildfire Mitigation Plan (WMP) and verifying the WMP's compliance with State codes.

COMMUNITY ENGAGEMENT/OUTREACH:

The City's currently adopted and approved Utility Wildfire Mitigation Plan (WMP) is posted on the City's website along with other information regarding wildfire preparedness.

BACKGROUND:

The City owns and operates an electric distribution system for the benefit of the community. In doing so, the primary goals of the City's Electric department are safety, reliability, and reasonable electricity rates. Given the recent and catastrophic wildfires in California, the State Legislature passed Senate Bill ("SB") 901 (Dodd) in September 2018. SB 901 amends sections of the State code requiring utilities to prepare wildfire mitigation plans if "the utility's overhead electrical lines and equipment are in an area that has a significant risk of wildfire resulting from those electrical lines and equipment." A portion of Healdsburg's overhead electrical lines and equipment are within in California Public Utilities Commission ("CPUC") Tier 2 wildfire threat areas.

In 2019 the City prepared the first Utility Wildfire Mitigation Plan which was adopted by the City Council and reviewed by a qualified independent evaluator. Per the State's Public Utilities Code, annually the City must complete a Utility Wildfire Mitigation Plan ("WMP") and present the WMP to the utility's governing body during a public meeting to accept comments from the public and other interested parties.

DISCUSSION/ANALYSIS:

In compliance with state code, City staff reviewed and updated the 2020 WMP and created the

2021 WMP. The 2021 WMP is largely consistent with and similar to the 2020 WMP. It considers a range of topics to mitigate the potential threat of wildfires ignited by utility equipment. The areas of consideration are intended to help guide the development of various utility programs, standards, policies, and procedures that when implemented have a measurable effect at lowering the risk of utility caused wildfires. The Plan is iterative by design and the annual updates allow for the incorporation of new and evolving utility best practices.

There are several specific sections required to be considered and/or addressed to mitigate utility caused wildfires. These items include the following.

- A. Wildfire Mitigation Plan Areas of Responsibility
- B. Objective of the Wildfire Mitigation Plan
- C. Overview of Preventative Strategies and Programs
- D. Key Performance Metrics
- E. Previous metrics related to wildfire
- F. Disabling Reclosers & De-Energization
- G. Customer Notification Procedures
- H. Vegetation Management Program
- I. Wildfire Inspection Program
- J. Wildfire Risks
- K. Identification of Areas of Higher Risk
- L. Methodology for Identifying Enterprise-Wide Safety and Wildfire Risks
- M. Process for restoring power after de-energization
- N. Wildfire Process & Procedure

Included with the first WMP, the City developed five metrics to track to measure and evaluated the effectiveness of the WMP. These measures included ignition caused by utility equipment, inspection records and maintenance, vegetation maintenance, overhead equipment failures, and outage response time. Because the 2020 WMP was the first to be developed, discussion of the merits of these metrics can now occur. In the 2021 WMP a brief discussion of the metric describes the outcomes of the City's efforts to reduce wildfires. The table below summarizes this discussion.

METRIC	OUTCOME
1: Ignition Caused by Utility Equip.	No ignitions of vegetation were caused by City utility equipment during the 2020 fire season.
2: Inspection Records & Maintenance	All inspections were completed in the months of April and May with priority maintenance being completed within three months of the inspections. Additionally, the City completed a major system hardening project along North Fitch Mtn Road, Benjamin Way and Sunset.
3: Vegetation Maintenance	The City's tree contractor completed the annual trimming by June 30, 2020 and performed additional hazard tree removals during the period of June 8 through June 11.

4: Overhead Equipment Failures	No overhead equipment failures in the high fire threat area were recorded during the 2020 fire season.
5: Outage Response Time	Outage response time ranged from seventeen minutes to sixty minutes with an average response time of forty-one minutes. The range was due to the timing of the outage, with some occurring during normal working hours and some occurring afterhours.

The 2021 WMP is attached with this staff report. It includes policies and procedures the City has had in place for many years as well as some new procedures to be implemented. The WMP also includes procedures such as blocking of reclosing devices during red-flag warnings, installation of new, fire safe equipment, and plans to de-energize certain areas of the City's electric system, should the need arise, during periods of low humidity and abnormally high winds.

Completion of the 2021 WMP and presentation during a public meeting complies with the requirements of the State's code. On an annual basis the WMP will be reviewed and revised as necessary to continually improve on the City's ability to mitigate the risk of wildfires. Additionally, if staff determines a need to implement new procedures or methods to reduce the risk of utility caused wildfires those procedures and methods will be implemented prior to the next annual review.

ENVIRONMENTAL STEWARDSHIP:

By their nature, uncontrolled wildfires release an immense amount of greenhouse gases ("GHG") into the atmosphere. The WMP is intended to reduce the risk of wildfires and therefore will have a positive impact upon the environment by lessening the potential of wildfire and associate GHG emissions.

ALTERNATIVES:

The City Council could choose not to approve the WMP and provide further direction to staff.

FISCAL IMPACT:

No additional budget appropriations are necessary for the recommended actions. Programs and staffing identified within the WMP are already contemplated by the Electric Fund's approved budget.

ENVIRONMENTAL ANALYSIS:

Pursuant to California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations, Section 15378(b) (2), continued administrative actions do not qualify as a "Project". Therefore, no further CEQA or environmental review is required.

ATTACHMENT(S):

Resolution
2021 Wildfire Mitigation Plan

CITY OF HEALDSBURG

RESOLUTION NO. ___ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG APPROVING THE 2021 UTILITY WILDFIRE MITIGATION PLAN (WMP) AND VERIFYING THE WMP'S COMPLIANCE WITH STATE CODES

WHEREAS, the City of Healdsburg owns and operates a local publicly owned electric utility; and

WHEREAS, in recent years several catastrophic wildfires within Northern California have had a significant and negative impact on the people of California; and

WHEREAS, in response to these wildfires, the State Legislator passed Senate Bill 901 (SB901) which, among other things, amended Public Utility Code (PUC) 8387; and

WHEREAS, the amended PUC requires publicly owned electric utilities, on an annual basis, to develop utility wildfire mitigation plans with the intent of reducing the risk of utility caused wildfires; and

WHEREAS, staff completed the City's 2021 Utility Wildfire Mitigation Plan ("WMP") and presented the WMP to Council on December 21, 2020 during a regularly scheduled public meeting; and

WHEREAS, continued administrative actions do not constitute a project under California Environmental Quality Act ("CEQA") guidelines and are therefore exempt from further environmental review.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Healdsburg does hereby:

1. Find that continued administrative actions are exempt from CEQA and no further environmental review is required.
2. Approve the 2021 Utility Wildfire Mitigation Plan (WMP) and verifies that the plan complies with all applicable rules, regulations, and standards.

PASSED, APPROVED AND ADOPTED, this 21st day of December 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Attachment: Resolution (2986 : 2021 Utility Wildfire Mitigation Plan)

Resolution No. ____-2020
Page 2

ABSTAINING: Councilmembers:

SO ORDERED:

ATTEST:

Evelyn L Mitchell, Mayor

Raina Allan, the City Clerk

Attachment: Resolution (2986 : 2021 Utility Wildfire Mitigation Plan)

UTILITY WILDFIRE MITIGATION PLAN

(REVISED FOR CALENDAR YEAR 2021)



CALIFORNIA

SINCE 1867

Healdsburg Electric Department

Attachment: 2021 Wildfire Mitigation Plan (2986 : 2021 Utility Wildfire Mitigation Plan)

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Executive Summary

Established in 1899, Healdsburg's electric department continues its historical trend of providing safe, reliable, and affordable electric service to Healdsburg's residents and businesses. Healdsburg's Electric Department is owned by the community of Healdsburg and governed by the City Council. This arrangement provides direct local control in the operation and management of the City's electric utility.

Wildfires continue to devastate the State of California and the areas surrounding Healdsburg are no exception to this. In 2020 both the Wallbridge and Glass fire burned significant areas in Sonoma County, reminding us of the continued need to prevent wildfire. Changes in our climate coupled with increased housing in and adjacent to wildland urban interfaces (WUI) require electric utilities to reassess and rethink past operational procedures and construction standards.

In response to the wildfires Senate Bill 901 (SB901), authored by Senator Dodd, was enacted in 2018. SB901 requires every electric utility to prepare a wildfire mitigation plan (WMP). SB901, in general, requires every publicly owned utility to construct, maintain, and operate its electrical facilities in a manner that reduces the risk of utility caused wildfires. Additionally, Assembly Bill 1054 (AB1054) by Assemblyman Holden amended SB901 with a requirement that every publicly owned utility must prepare and present a WMP to its governing body annually and file the plan with the newly created California Wildfire Safety Advisory Board. Per SB901, each WMP must include several key components that are key to reducing the risk of utility caused wildfires. The WMP must also include a plan to contact critical customers such as police, fire, hospitals, and communication service providers. The program must also re-evaluate past performance by measuring the performance of the plan measures, identifying, and correcting any deficiencies in the plan, and auditing implementation of the plan.

This document is the City of Healdsburg's wildfire mitigation plan in accordance with the requirements of SB901.

Wildfire Policy Statement

It shall be the policy of the City of Healdsburg's Electric Department to construct, maintain, and operate electrical lines and equipment within high fire threat areas in a manner that reduces the risk of wildfire caused by electric utility equipment.

Purpose of Wildfire Mitigation Plan

The City of Healdsburg's electric service area includes areas considered to be of a higher fire threat. In general, these areas include the City's Wildland Urban Interface (WUI) and are generally described as the areas around Fitch Mountain, the Healdsburg Ridge, and the northern most portions of the City's service territory. These areas were identified by staff and later confirmed by the City Council in 2017. The fire threat area covers roughly one-third of the City's entire service territory. Within this area, the City owns and operates roughly 14.5 miles of underground primary conductor and 7.5 miles of overhead primary conductor. Line protection devices (devices that interrupt power should a fault occur) in this area include two feeder breakers, three reclosers and numerous fuses.

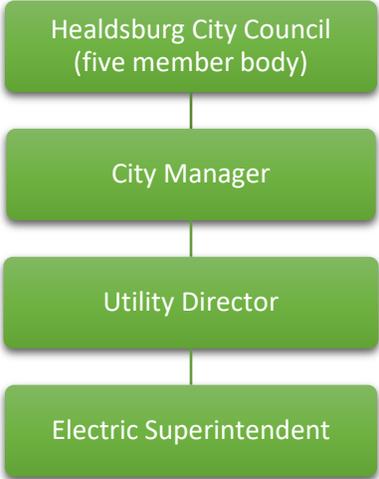
The City's Electric Department takes appropriate actions to help its customers prevent and respond to the increasing risk of wildfires. In its role as a public agency, Healdsburg closely coordinates with other local safety and emergency officials to help protect against fires and respond to emergencies. In its role as a utility, Healdsburg follows applicable design, construction, operation, and maintenance requirements to reduce risks associated with its electric system. This Wildfire Mitigation Plan describes the safety-related measures Healdsburg follows to reduce risk of wildfires. The WMP is not intended to be a final set of directions for the City's Utility Department staff. The intent of this document is to create an ever-improving framework for policies, procedures, and metrics that mitigate the risk of utility caused wildfires. Over time and as warranted utility practices, policies, and procedures will be reviewed, updated, and incorporated into this document with the goal of implementing effective and responsible wildfire mitigation measures.

Wildfire Mitigation Plan Components (PRC Section 8387)

The City’s wildfire mitigation plan is organized similar to the listed consideration of the California Public Resource Code (PRC) Section 8387 as modified by SB901 and AB1054. Each of SB901’s areas of consideration are listed below and are used to develop key elements that frame the City’s wildfire mitigation plan.

Wildfire Mitigation Plan Areas of responsibility [PRC-8387 (b)(2)(A)]

The City’s Electric Department is governed by Healdsburg’s City Council, managed by the City Manager and Utility Director with day-to-day operations handled by the City’s Electric Operations Superintendent.



The City Council is the governing body for Healdsburg’s Electric Department and provides policy approval and oversight. The wildfire mitigation plan is implemented by the City’s Electric Operations Superintendent with oversight provided by the Utility Director and City Manager. Due to the small size of Healdsburg’s electric department, the Electric Operations Superintendent is responsible for the implementation of many aspects of the plan (inspections, tree trimming, SOPs, etc.).

Objective of the Wildfire Mitigation Plan [PRC-8387 (b)(2)(B)]

The main objective of the Plan is to eliminate wildfires caused by electric utility equipment. To achieve this objective, various industry best practices, policies, procedures, and system improvements will be identified and implemented should they be applicable the community of Healdsburg and Healdsburg’s electric distribution system.

A component of the Plan is to measure the effectiveness of specific wildfire mitigation strategies. Healdsburg’s Electric Department staff will assess the merits of the Plan and modifications based

upon new information and applicable utility best practices. A key objective of the Plan is to identify cost-effective measures that produce the same or improved results.

Overview of Preventative Strategies and Programs [PRC-8387 (b)(2)(C)]

New and existing strategies and programs for the Electric Department will be used to mitigate the risk and impact of utility caused wildfires. Primarily these programs rely on adequate staffing levels to perform prudent and timely maintenance. Strategies and programs are listed below and will be discussed further throughout this document.

Vegetation Management – The City’s existing vegetation management program (tree trimming) exceeds the CPUC’s requirements for vegetation clearance from electric powerlines. Through the Plan, the existing vegetation management program will be reassessed and enhanced where needed to further mitigate wildfire risk. The City’s vegetation management program is discussed further within this document.

Public Education and Notification – Public education and notification are key components of the Plan. The Plan will identify how the City will inform and notify the public on the wildfire plan and prepare the public for potential de-energizations of portions or the entirety of the City’s electric system.

Situational Awareness – Situational awareness allows City staff to be informed of the status of the City’s electric infrastructure and weather conditions conducive to wildfires. City Staff will rely heavily on internet weather services and technology but not forego the value of field observation of the Electric Operations Superintendent, City staff, and Qualified Electrical Workers (QEW). In calendar year 2021, City staff will utilize recloser controls with remote indication and control to monitor system status and change protection settings as required by incoming weather events.

Routine Inspections – To ensure the City’s electric system remains in good condition the City follows CPUC General Order 165. These routine inspections help assure that necessary repairs or replacements are identified and corrected in a timely manner. Needed repairs within the fire area will be prioritized and moved up in the Electric Department’s work schedule. The Electric Department’s Preventative Maintenance and Inspection Program guides in the assessment of the City electric facilities and will be continually reviewed and revised to incorporate utility best practices.

Increased Wood Pole Strength Requirements - At the time of reconstruction, the City constructs overhead facilities to meet or exceed CPUC General Order No. 95 (GO 95). Following or exceeding current GO 95 standards helps to assure that the City’s facilities are safe and reliable. Specifically, the City increases pole strength requirements beyond those

required by CPUC's GO 95 safety factors. City staff have considered the use of steel poles; however, steel poles do not reduce the risk of wildfire and therefore do not meet the intent of this plan. Steel is also known to weaken when heated, reducing the poles strength when exposed to elevated heat associated with wildfire. The heating of steel poles not only weakens the pole but can also damage or remove corrosion inhibiting coatings. For these reasons, the City has not adopted the use of steel poles within the fire area. Instead, the City will continue to rely on increased vegetation clearances, increased pole strength, and a robust preventative maintenance program.

Increased Overhead Conductor Spacing - Overhead conductors can increase the risk of utility caused wildfire. To mitigate that risk, in 2018 Healdsburg staff spoke with a provider supplying covered overhead conductor to assess the value of installing covered conductor in areas of higher fire risk. In that review, the City found that covered conductors are heavier requiring stronger and larger diameter wood utility poles, are subject to the same preventative tree trimming/removal requirements, and that if tree wire falls to the ground line-protection devices may not trip (de-energize) the line in an expedient manner. As such, the City will continue its policy of increasing conductor spacing and increased tree trimming requirements beyond those required of GO95. Increased tree clearance and increasing the spacing between overhead wires is a best practice to reduce tree caused power outages. To further prevent wildfire and power outages the City uses covered jumpers, wildlife guards, and other protective coverings at equipment locations. These coverings minimize wildlife and tree caused outages at equipment locations.

Planned Replacement of Expulsion Fuses – The use of non-expulsion fuses can reduce the risk of utility caused wildfire by significantly reducing sparks created when a fuse operates (blows). City staff have reviewed various non-expulsion fuses approved by CalFire and have selected two products that works well with the City's electric infrastructure. Ahead of the 2021 fire season electric staff plan to replace existing expulsion fuses within the fire area with non-expulsion fuses to reduce the risk of wildfire. New construction within the fire threat area will use non-expulsion fuses.

Elimination of Split Bolt Connectors – The use of split bolt connectors creates system reliability issues and can be an ignition source for wildfires. To mitigate this risk, the City has prohibited the use of split bolt connectors throughout the City's electric system and actively removed split bolt connectors found within high fire threat areas.

Removal of Lightning Arrestors – Lightning arrestors are used to limit the damage caused by lightning strikes to or near utility equipment. While a lightning arrestor can protect a line many times over, in some cases a lightning arrestor will catastrophically fail emitting sparks. To limit the risk of these sparks igniting a wildfire, the City has identified a CAL FIRE approved lighting arrestor that may be used within high fire treat areas. Lighting arrestors within the high fire threat areas will be replaced prior to the July 1, 2021.

Operational Procedures - The safe operation of the City’s electric system helps lessen the risk of utility caused wildfires. As a standard practice, the City adjusts system protection settings during red-flag warnings and is researching additional field practices (vegetation management, disabling of recloser, patrols, staffing) to lessen the risk of wildfire. During red-flag warnings the City will revise existing work practices to further reduce the risk of wildfire. These practices are center on limitations of work during weather conditions conducive to wildfire but include other preventive measures such as increased inspections.

Capital Improvements / System Hardening – As identified by the Utility Director and department staff, Capital improvements will be recommended through the City’s 5-year Capital Improvement Program (CIP) and other budgeting processes. Recommendations for system improvements will be based upon their ability to reduce wildfire risk and cost-effectiveness. In fiscal year 2020 the Electric Department reconstructed an overhead line within the Tier 2 area and worked to develop replace recloser controls for the City electric distribution system. The reconstruction increased the spacing of conductors and increase the strength of the overhead line by replacing the existing copper conductor with aluminum conductor with a steel core. The new recloser controls improve system protection, situational awareness, and speed Electric Staff’s ability to de-energize lines should that be required.

Staffing & Staff Training – The City will not be able to reduce the risk of wildfire without staff. Further, electric department staffing must be maintained at appropriate levels with training to maintain staff knowledge and preparedness. This may include cross training to build redundancies within the department and from time-to-time succession planning for known and pending retirements. Additionally, short briefings (tailboards) will be had with staff ahead of weather events with a combination of conditions that favor the rapid spread of wildfire.

Wildfire Preparedness, Response, and Recovery – To minimize the chaotic nature typical of any emergency, this plan outlines necessary steps to prepare, respond, and recover from a wildfire affecting the City’s electric system. Throughout the year these procedures will be reviewed and revised as needed to improve the City’s Wildfire Mitigation Plan and ability to reduce the risk of wildfire.

Key Performance Metrics [PRC-8387 (b)(2)(D)]

The purpose of the Plan is to reduce wildfire caused by utility equipment and the incident rate of utility caused wildfires as a primary metric. However other metrics exists to determine if the risk of wildfire mitigation is being reduced. Five primary metrics are identified below and will be used to measure the effectiveness of the City’s wildfire mitigation efforts.

Metric 1: Ignitions caused by Utility Equipment

This metric will be tracked by City staff and reported annually. For the purposes of this plan and the annual reporting, an ignition caused by City owned utility equipment and includes a sustained ground fire of combustible vegetation. To be tracked by the City, staff must have

knowledge of the ignition and will track (at a minimum) the date, time, location, and equipment involved for each ignition.

Metric 2: Inspection Records & Maintenance

System inspections and timely maintenance is one of the leading methods to improve safety and system reliability. Inspections of overhead lines in the fire threat areas will begin in the spring of each year. Needed maintenance or repairs identified during these inspections will be tracked and given priority in the work schedule with higher priority repairs moved up in the Electric Department's work schedule. Each identified maintenance task or repair will be reported annually.

Metric 3: Vegetation Maintenance

Throughout the year, the City maintains proper vegetation clearance from utility lines by contract with a qualified high-voltage tree trimmer and at times augments this work with City staff. Under the terms of the contract, the contractor is required to report their work plan to the City and ensure that proper vegetation clearance from powerlines is met. Vegetation management performed within the high fire threat areas will be tracked throughout the year and reported annually.

Metric 4: Overhead Equipment Failures

Failure of overhead electric utility equipment can be a source of wildfire ignitions. Therefore, the rate of failures of overhead electric equipment, within the high fire threat areas, will be tracked and reported on an annual basis. Any patterns that emerge will be used to proactively replace utility owned equipment.

Metric 5: Outage Response Time

Utility response time to power-outages and other service-calls is a measurable metric that indicates the City's ability to mitigating unsafe conditions related to electric utility equipment. To track and gauge response time, staff's after-hours response time to power-outages or City owned equipment failures will be recorded throughout the year. Staff response time, from first call to the time they arrive on site, will be tracked for every confirmed power-outage, and reported annually.

[Previous metrics related to wildfire \[PRC-8387 \(b\)\(2\)\(E\)\]](#)

SB901 requires consideration of how previous versions of the WMP's metric have informed the current WMP. The 2020 WMP was the first version and a short summary of the previously discussed metrics follows.

Metric 1 Ignition Caused by Utility Equipment: During the 2020 wildfire season there were no known ignitions caused by City owned utility equipment. The intent of this metric is review and investigate equipment that due to its design, age, construction, or condition should be

replaced to reduce the risk of wildfire. Even though there were no incidents of ignition this is still a good metric to track with future versions of the WMP.

Metric 2 Inspection Records & Maintenance: To prepare for the wildfire season Electric Department staff completed several different inspections in the months of April and May of 2020. These inspections include visual and intrusive inspections of existing facilities as well as inspections of vegetation clearance from overhead powerlines. The table below provides a summary of the inspections completed during 2020.

Type of Inspection (Fire Area)	Grids Due	Grids Complete
Overhead Visual Inspections	56	56
Overhead Detailed Inspections	8	8
Vegetation Clearance	56	56
Wood Pole Intrusive Inspections	3	3

From the inspections, maintenance tags were created for any issues found. During the inspections 17 tags were created with issues ranging from ranged minor issues such as missing or broken street-light moldings to needed pole replacements. All grade-two and grade-three tags were completed within one to three months of the inspections. There were no grade-one (immediate repair) tags issued during the 2020 inspections.

In 2020 the City also completed the North Fitch Mountain Reconductor project. This project replaced several poles with taller and stronger poles, replaced aging copper conductor with strong steel reinforced aluminum conductors, and increase spacing between the overhead conductors. This work was targeted fire mitigation work funded through the Electric Department’s capital replacement program.

Metric 3: Vegetation Maintenance: The City’s standard is to maintain vegetation clearance throughout the year, trimming within the fire area happens continuously. Therefore, inspections are also performed on a frequent basis throughout the year. This year’s contract period ended June 30, 2020. At that time vegetation was confirmed to have the required clearance.

Additionally, in 2020, the City had its high-voltage vegetation contractor remove several hazard-trees within the fire area. Hazard-trees are trees that show signs of either disease or decay and are at risk of falling into powerlines. This work was completed June 8 and June 11 of 2020 and helped to reduce the risk of wildfire.

Metric 4: Overhead Equipment Failures: No overhead equipment failures within the fire area were experienced during the 2020 calendar year.

Metric 5: Outage Response Time: Response time to outages ranged from seventeen minutes to sixty minutes with an average response time of forty-one minutes. The range of response time is due to mix of outage occurring during the daytime when electric crews are within the City and outages that occur afterhours when electric crews must respond from home.

Disabling Reclosers & De-Energization [PRC-8387 (b)(2)(F)]

As a key component of the WMP, reclosing of circuit breakers and line reclosers serving high fire threat areas will be disabled when the National Weather Service issues red-flag warnings affecting any portion of the City electric service territory. Additionally, during Red-Flag warnings the City will implement recloser settings that shorten the time a fault will exist. In general, these settings include lowering instantaneous trip settings and improving the detection of ground faults. These settings are planned to be implemented in the first half of 2021.

For public safety, City staff may de-energize all or portions of the City's electric distribution system. De-energization of City facilities may occur due to one or more of the following conditions.

- 1) Upon the request of Healdsburg's Fire Department, Healdsburg's Police Department, CAL-FIRE or other State or local public safety agencies.
- 2) When energized powerlines subject to high winds or other weather or atmospheric conditions may create a substantial public safety risk.
- 3) When real-time information from qualified City field staff indicates that wind driven vegetation or other combustible debris are threatening City owned electric utility equipment.
- 4) When PG&E de-energizes the City's transmission source. The City has no control over PG&E's decision to de-energize the Healdsburg's transmission source.

As time permits, de-energization of City operated high-voltage powerlines will be coordinated between the City Manager's Office, Electric Department, and City Public Safety Departments. The decision to de-energize City owned powerlines will be communicated to the City Manager's office as soon as practical.

Customer Notification Procedures [PRC-8387 (b)(2)(G)]

Customer notification is an important component and consideration of the Wildfire Mitigation Plan. The City's customer notification procedures start with customer education and continues with relevant updates when weather conditions are conducive to wildfires. Customer education will be predominantly through printed material, social media, and the City's webpage. Real-time communications leading up to and during a potential de-energization event will be predominately through social media and other technology resources immediately available to City staff.

Leading up to and during an event, City staff will coordinate customer notifications through the City Manager's office, City Emergency Operations Center (EOC), or other means available to City staff at the time of the event. The City Manager, as EOC Director, or the EOC Coordinator (Fire or Police Chief) may activate the City's Emergency Operations Plan. To provide the fastest means of notifying electric customers the City will rely on automated phone calls and social media. Social media and automated alerts may include NIXLE, Facebook, and/or Nextdoor.

The City will make efforts to communicate with critical facility operators, such as hospitals, emergency centers, fire departments, water plants, water utilities/agencies, schools, and telecommunications providers before, during, and after any PSPS effecting their City supplied electric service. Communication with critical facilities will be primarily through automated phone call but operators of these critical facilities will also be encouraged to monitor the City's Facebook page and sign up for automated emergency alerts such as NIXLE.

City staff will continue to reach out to the community on an ongoing basis regarding the risks of wildfire. This will include the encouragement of City electric customers, first responders, and operators of critical facilities to updating their contact information such that the City can reach them should a de-energization need to occur.

Vegetation Management Program [PRC-8387 (b)(2)(H)]

To reduce power outages, promote safety and comply with required clearance the City contracts with a qualified vegetation management contractor to maintain tree and vegetation clearance from energized overhead conductors. The City's clearance requirements, which exceed the requirements of GO-95, apply throughout the City not just within the high-fire risk areas. Contractors are, in general, required to meet the City's tree clearance requirements as summarized below. Appendix D includes the City's specification for electric line clearance services (tree trimming).

- Primary (12,000 volts) - trim to 7-feet and maintain no less than 4-feet of clearance during the contract period.
- Secondary (480 volts and below) - trim to 3-feet and maintain no less than 1 foot of clearance during the contract period. (pole to pole configuration).
- Service drop - maintain 6-inches during contract period (pole to customer weather head).
- Poles and Streetlights - trim a 3-foot radius around entire length of poles and streetlights during contract period (excluding customer poles).
- Guy Wires - trim to 3 feet and maintain no less than 1 foot of clearance during the contract period. (pole to pole configuration).
- Substation – 3-feet clearance from outside of wall from ground level to top of tree.

Through the contract period, the City's contractor is to prune and remove vegetation hazards. This includes removal of dead branches overhanging primary conductors shall be removed. Portions of dead, old decadent, rotten trees, or portions of trees weakened by decay or disease that may contact the line from the side or fall on the line, must be trimmed to eliminate the hazard.

Due to the nature of the City's electric system, mowing or other means of ground vegetation management are not required.

Wildfire Inspection Program [PRC-8387 (b)(2)(I)]

Starting each year in the month of May, a qualified City employee shall perform a visual patrol of all overhead supply wires within the high-fire threat areas (Tier 2 or 3). This patrol shall review specific items related to wildfire mitigation such as;

- Proper vegetation clearance from primary and secondary wires
- Condition of wood poles, cross-arms, and other support structures
- Review and prioritize pending maintenance tags within the high-fire threat areas.

Before and after a Red-Flag Warning covering a portion of the City's service territory, a visual patrol of aerial primary and secondary conductors within the Tier 2 areas will be performed. This patrol is intended to identify vegetation clearance and/or equipment issues that can be quickly corrected. The patrol following the Red-Flag event will document, by photo, any fallen vegetation, damaged facilities, or other potential causes of power outages.

The findings of these patrols will be recorded and reviewed by the Utility Director and Electric Superintendent. The Utility Director and Superintendent will review the patrol results to determine the systems performance during an event (outages, vegetation, damaged facilities). The intent of these patrols and data collection is to better predict system performance under specific or known weather events. In future years, the frequency of these patrols may be changed.

Wildfire Risks [PRC-8387 (b)(2)(J)]

This section of the plan identifies, describes, and prioritizes wildfire risks and drivers found within the City's service territory. The identified risks are separated into two categories; i) risks associated with design, construction, operation, and maintenance of the City's electrical equipment and facilities and ii) risks associated with topographic and climatological factors within the City's service territory.

- i. Risk associated with the design, construction, operation, and maintenance of the City's electric system include the following (listed in order of priority).
 - 1) Vegetation near or adjacent to the City electric lines presents the highest risk for utility caused wildfires. Mitigation of this risk is done through the routine and thorough performance of tree trimming to provide adequate clearance from power lines. As detailed in Appendix D, the City's high-voltage vegetation management program exceeds the requirements of the CPUC's GO 95 by increasing vegetation clearance for both high-voltage and low-voltage utility lines. Over the next 12 months, the City will evaluate the need to limit trimming within the fire area during the fire season or at times of elevated fire risk.
 - 2) Overhead Utility Equipment presents a risk of utility wildfire but can be mitigated through design standards, alternate equipment, and adjusted work practices. To mitigate the risk of utility caused wildfire, the City will enact the strategies discussed early within the plan. These strategies will be reviewed annually for their effectiveness in reducing the risk of wildfire.
 - 3) Reclosing or the automatic testing of faulted powerlines can increase the risk of utility caused wildfires. To lessen this risk, the City initiated the practice of

disabling reclosing during red-flag warnings affecting the City's service territory.

- 4) Certain work practices or operations can increase the risk of utility caused wildfire. As discussed earlier, the City plans to update and revise the current Preventative Maintenance & Inspection Program before the end of 2020. To reduce the risk of wildfire Staff plans to incorporate operational procedures to limit work activities during weather conducive to wildfire, to clarify inspection practices within the fire-threat areas and revise other work procedures, as necessary.
- ii. Topographic and climatological risks include the following (listed in order of priority).
- a) Volume of vegetation (fuels) present in high-fire threat areas increases the risk and speed of which wildfire can spread. Increasing vegetation clearance from overhead lines lowers the risk of wildfire. Additionally, the City's active and ongoing weed abatement program reduces the amount of fuels within the fire area and Urban Wildland Interface (WUI) further reducing the risk of wildfire.
 - b) Periods of significantly low humidity can dry vegetative fuels and create an increased risk of ignition. The City will monitor the National Weather Service alerts related to fire warnings and/or red-flag days affecting the City's service territory to remain aware of the elevated risks.
 - c) High sustained winds and strong wind gusts can down trees, break branches, or damage utility equipment. The City will monitor the National Weather Service for high-wind warnings, watches, and/or advisory affecting the City's service territory to remain aware of these events. Increasing vegetation clearance, weed abatement programs, and exceeding GO 95 design standards reduces the risk of wildfire caused by these events.
 - d) Extended droughts or continued periods of below average rainfall can increase dry vegetative fuel loads leading to the increase in wildfire risk. Prolonged droughts can also weaken or kill trees. The City's vegetation management program requires the identification and removal of diseased, dying, or hazard trees adjacent to the City's electrical lines. Routine visual inspections allow the City to remain aware of this risk factor. Steep terrain and areas difficult to access are present within the High Fire Threat Area in the City's service territory. Steep terrain can increase the speed and spread of wildfire and limit access delaying response times of local firefighting agencies. While the terrain and access cannot be changed by the Electric Department, prudent utility operations within the fire area can reduce the likelihood of wildfires caused by utility equipment.
 - e) Housing and community activities within wildland urban interfaces (WUI) can increase the risk of wildfire. The City has zoning and land use policies that help to mitigate the risk of wildfire associated with activities in the WUI. Additionally, the City manages an aggressive weed abatement program to reduce wildfire risks.

- f) Wildfire history within and adjacent to the City’s electric service area, shown in Appendix B, are indicators of the risk of wildfire. In review of historical wildfires, the City can confirm that Tier 2 areas covering the City’s service area are in fact at higher risk of wildfire.

Identification of Areas of Higher Risk [PRC-8387 (b)(2)(K)]

In 2017, Healdsburg’s City Council directed City staff to submit to the CPUC updates to the City service territory that defined high-fire threat areas (Tier 2). The area defined closely aligned with the City’s defined Wildland Urban Interface (WUI) and contain areas of improved property and structures adjacent to wildland vegetation (fuels) with potentially delayed or restricted fire response due to narrow and windy roads and steep terrain. These areas were defined as Tier 2 and provided to the CPUC’s fire mapping process.

In working with the CPUC mapping team, the area was further refined and is shown in Appendix A. In accordance with this map, the City operates and maintains electric facilities within these area in a manner appropriate for high-fire threat areas. HED does not recommend any further changes to the High Fire Threat Areas affecting the City at this time.

Methodology for Identifying Enterprise-Wide Safety and Wildfire Risks [PRC-8387 (b)(2)(L)]

To determine the level of risk to the City’s electric system and service territory, City staff review historic outages within the wildland urban interface and their associated causes as a way to assess wildfire risk. Outages that have the potential for causing wildfires are noted and reviewed for potential corrective actions. On a rolling four-year window, the number of sustained outages is tracked to establish trends.

To assess the risk of wildfire throughout the City’s service territory and adjacent areas, City staff reviewed historical fires as well as vegetation and terrain surrounding the City. This annual review helps to confirm the need for wildfire mitigation as well as identify areas of potential threat to the City’s infrastructure.

Process for restoring power after de-energization [PRC-8387 (b)(2)(M)]

Should the City proactively de-energize powerlines or the City loses its transmission source from PG&E due to a Public Safety Power Shutoff (PSPS) to mitigate the risk of wildfire, the lines will be re-energized in the following manner.

- 1) Overhead facilities in high fire threat areas must be patrolled and visually found to be clear of trouble, damage, or vegetation before re-energizing facilities by a qualified electrical worker.
- 2) If damaged facilities are found, those facilities will be isolated such that sections of overhead lines not damaged can be re-energized restoring power to customers. To the

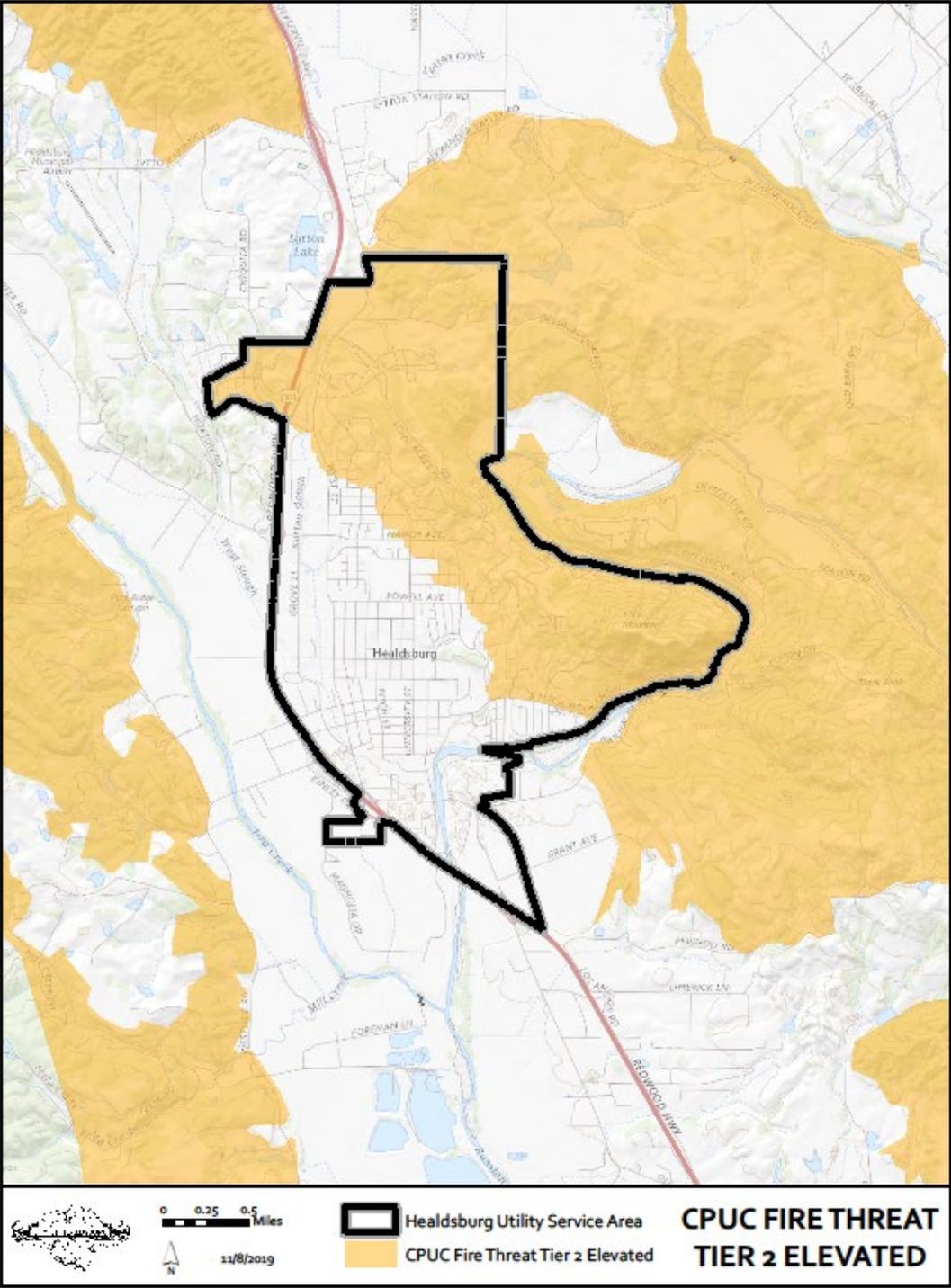
extent additional resources are needed to repair the damage, the City will leverage mutual aid agencies and contractors to obtain material and qualified personnel.

- 3) Any damaged facilities or vegetation issues will be documented and photographed before being repaired or cleared.
- 4) Repairs to damaged facilities will be performed consistent with City and utility design standards and then re-energized.

Wildfire Process & Procedure [PRC-8387 (b)(2)(N)]

- i) The Plan's oversight, monitoring, and auditing will occur at least annually with any lessons learned being prioritized for incorporation into the plan, related standards, and procedures. The City's Utility Director will collect the results of oversight and monitoring of the program. This may include the use of qualified external stakeholders and consultants. As required and necessary, City staff will present this plan to the City Council for their consideration and action.
- ii) The identification of deficiencies and areas of improvement will be noted through the annual auditing process or as issues are identified. City Staff may implement deficiency mitigation, remediation, and/or improvements at any time in a continued effort to mitigate wildfires.
- iii) Quality control of inspections (line, equipment, & tree), construction standards, and operating procedures will be the responsibility of the City's Electric Superintendent. Through the scheduling of inspections, review of inspections performed, and the completion of any maintenance work found, the Electric Superintendent shall track and record the effectiveness of operations and maintenance staff.
- iv) City staff will continue to review and consider new utility equipment meant to reduce the risk of wildfire. Equipment will be reviewed for the effectiveness and applicability to the City's electric system including the evaluation of non-expulsion fuses, tree-wire, the use of lightning arrestors, and other equipment.
- v) As needed, but at least every five-years, City staff will review system protection settings to ensure proper coordination and possible improvements to reduce the risk of wildfire mitigation. Coordination of protection devices is necessary to ensure system faults are cleared in a proper and expedient manner.

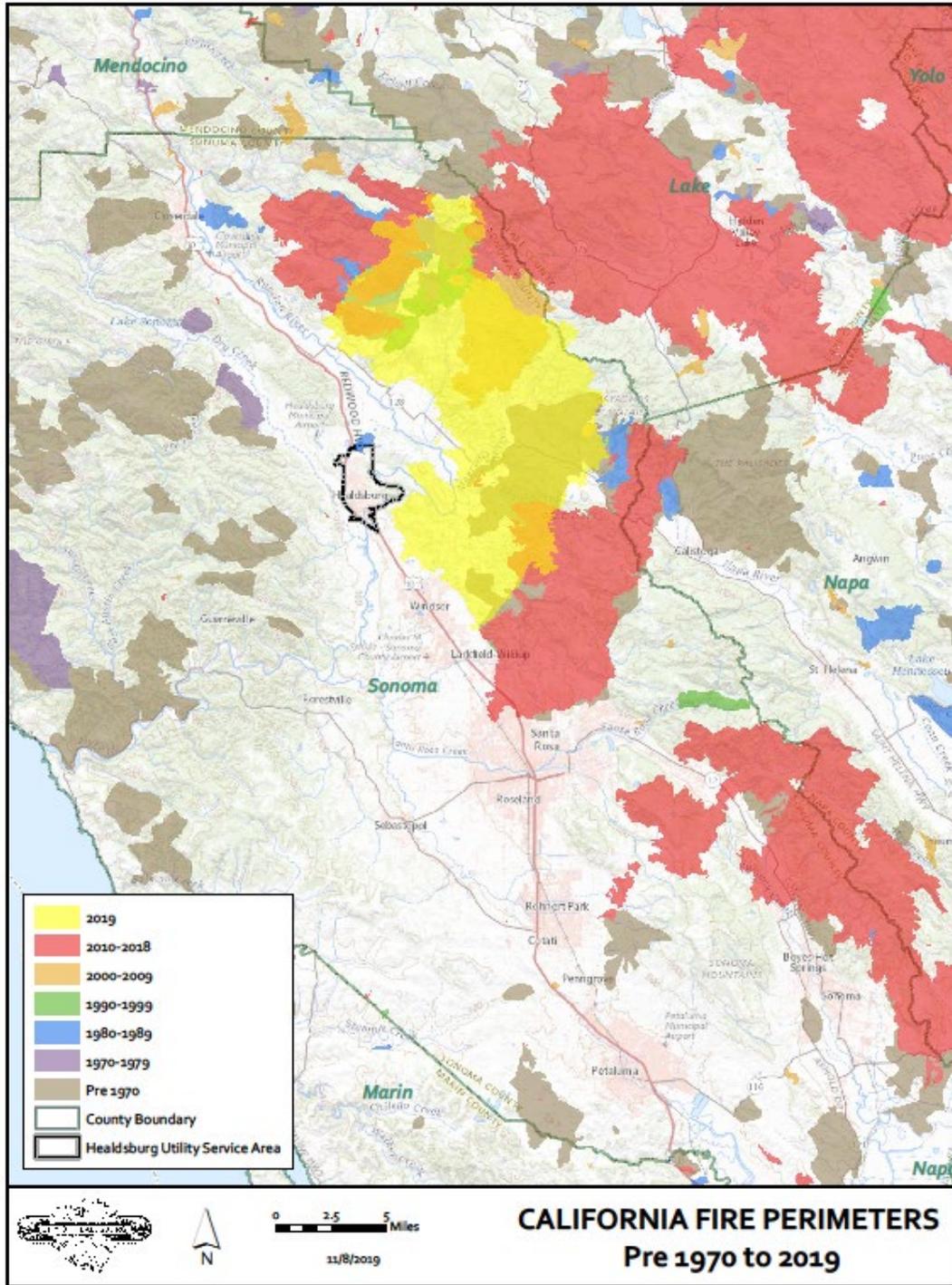
APPENDIX A – HIGHER FIRE THREAT AREAS WITHIN HEALDSBURG’S SERVICE TERRITORY



The above graphic shows the CPUC fire threat areas that affect the City of Healdsburg’s Service territory.

Attachment: 2021 Wildfire Mitigation Plan (2986 : 2021 Utility Wildfire Mitigation Plan)

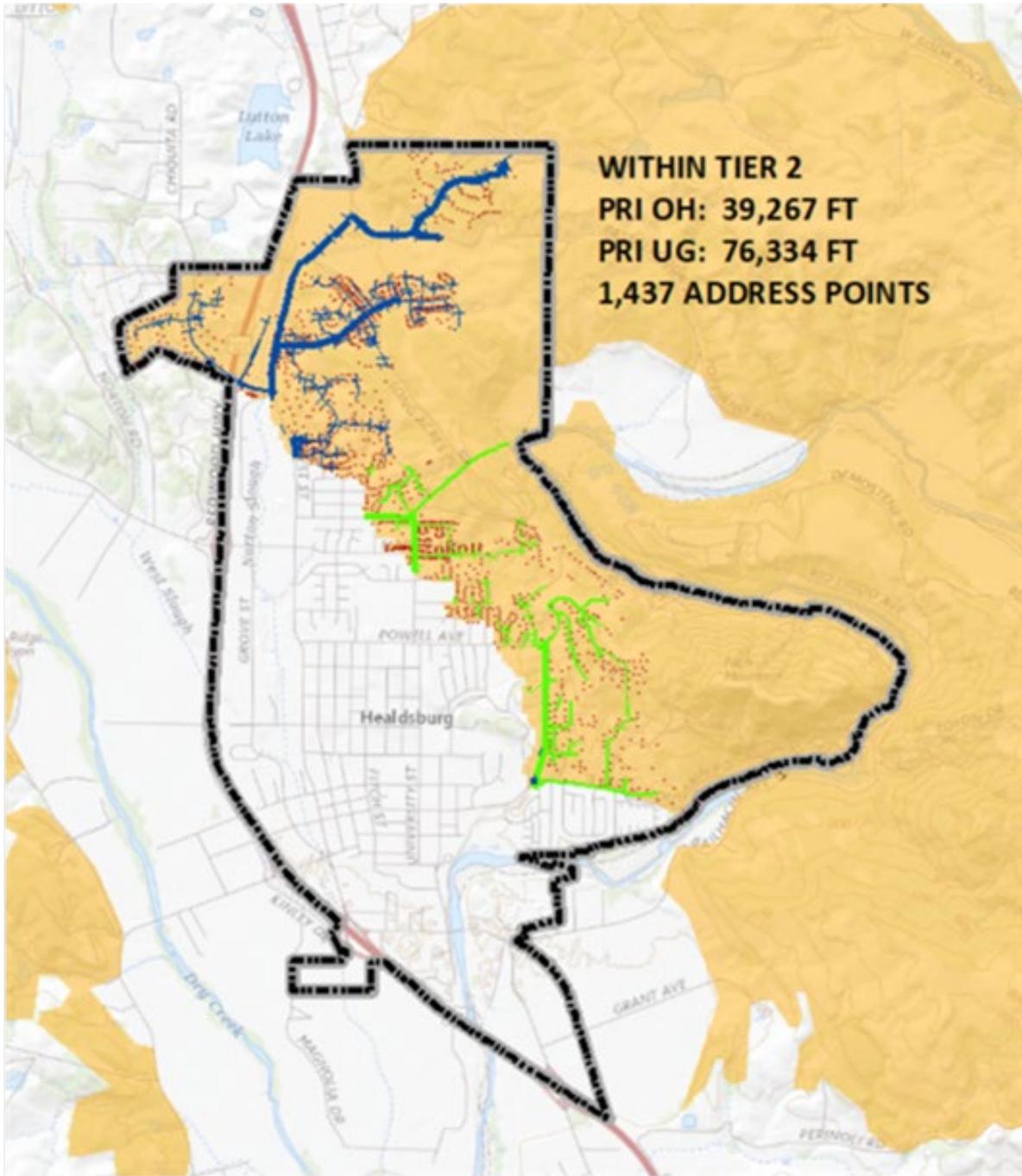
APPENDIX B – LOCAL WILDFIRE HISTORY



The above graphic shows historical wildfires in and around the City of Healdsburg. These historical fires help inform the City of the risk of wildfire. This graphic does not include the recent Walbridge Fire and Glass Fire.

Attachment: 2021 Wildfire Mitigation Plan (2986 : 2021 Utility Wildfire Mitigation Plan)

APPENDIX C – DISTRIBUTION LINES WITHIN FIRE THREAT AREAS



The above image approximates the footage of over-head and underground high-voltage distribution line within the Tier 2 area. Of the City’s roughly 60 miles of distribution line, 30 are overhead. Of the 30 miles of overhead only 7.5 miles or 25% are within the Tier 2 area.

Attachment: 2021 Wildfire Mitigation Plan (2986 : 2021 Utility Wildfire Mitigation Plan)

APPENDIX D – VEGETATION MANAGEMENT REQUIREMENTS

TECHNICAL SPECIFICATIONS

for

ELECTRIC LINE CLEARANCE SERVICES

Attachment: 2021 Wildfire Mitigation Plan (2986 : 2021 Utility Wildfire Mitigation Plan)

TERMS AND DEFINITIONS

Terms

1-1a The terms "CITY" or "CITY REPRESENTATIVE" or "SUPERINTENDENT" as used

herein shall be considered synonymous and refer to the City of Healdsburg and its employees or duly authorized agents. They are treated throughout the Contract Documents as if they were singular in number and masculine gender.

1-1b The term "CONTRACTOR" and "BIDDER" used in this specification shall be considered synonymous and refers to the corporation, company, partnership, firm, or individual who has entered into a Contract for the performance of the Work specified herein.

Definitions

1-2a BIDDER: Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

1-2b CONTRACT: The written agreement covering the Work between the City and Contractor.

1-2c DAYS: The term days shall mean **consecutive calendar day(s)** unless otherwise specified.

1-2d PROPOSAL: The offer or proposal of the Bidder submitted on the prescribed Bid Proposal form setting forth the price(s) for the Work and the additional required information.

1-2e SPECIFICATION: These are project specific specifications and supplement the General Conditions required to complete the Work.

TECHNICAL SPECIFICATIONS

General

3-1a Contractor shall establish a field office or marshaling area as a base for daily operations. The Contractor shall keep the City Representative informed in writing as to the name, local address, and telephone number of the Contractor's representative(s) who will be responsible and available outside normal working hours for emergency tree trimming or removal, repairs, cleanup, or the maintenance of traffic control devices.

3-1b The Contractor shall provide the original copy of the City provided Grid Maps when they are complete to the City Representative. See section 3-14 of the Technical requirements.

3-2 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

3-3 Equipment and Equipment Operation

In general, standard tree-pruning equipment shall always be operated and maintained in a satisfactory condition and in compliance with state and federal/OSHA regulations. The City will not loan equipment to the Contractor.

3-4 Tools

3-4a Each crew shall, in addition to having the required vehicle and chipper, have all the necessary small tools, climbing lines, rigging, ropes, and lines to efficiently and safely complete routine pruning and removal of trees, including but not restricted to, pole pruners, hand pruners, axes, safety saddles, hand saws, tree climbers, and a leaf blower. The City will not loan tools to the Contractor. The City Representative may suspend the Work where he observes that proper tools and equipment are not being used or used properly to perform the Work.

3-4b Each truck-mounted aerial device crew shall have, in addition to those tools itemized in the above paragraph:

- 1 - Hydraulic Pruner
- 1 - Hydraulic Saw
- 1 - Gas-Powered Chain Saw

3-5 Notification of Property Owners

3-5a The Contractor shall notify and obtain permission by a property owner or resident a minimum of twenty-four (24) hours prior to any scheduled line clearance tree work. The City of Healdsburg will provide paper "Door Hangers" for the Contractors use in order to officially notify customers of impending work. Contractor shall be responsible for proper distribution of said "Door Hangers". If the Contractor cannot obtain permission to perform the necessary work, the City Representative will assist in notifying the property owner.

3-5b If a property Owner or resident objects to tree pruning or other tree-care work, the contractor may be required to delay pruning until the objection is resolved. If the objection to pruning occurs while work is in progress, the Contractor shall immediately stop work on the tree or trees in question and immediately notify the City Representative. Work shall not resume at the location of the objection until authorized by the City Representative.

3-5c The City shall not be liable for any expense to the Contractor arising from work delayed by a property owner or occupant's objections to tree trimming.

Safety Standards

3-6a All current federal, state, and local electric line clearance tree trimming, aerial device, and vehicle traffic safety orders shall be adhered to. All employees and equipment working within the ten (10) foot proximity of energized conductors in excess of 300 volts shall be qualified line clearance tree trimmers or qualified line clearance tree trimmer trainees using appropriate tools and equipment. Qualified line clearance tree trimmers and qualified line clearance tree trimmer trainees shall be as defined in Title 8 of the California Electrical Safety Orders.

3-6b The Contractor shall always use EXTREME CAUTION to ensure safe distance/working space from energized above and below ground high-voltage equipment and lines near the area of work.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including his employees), traffic control, work conditions and property during performance of the Work and until acceptance by the City. Safety provisions shall conform to all applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this specification, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to be thoroughly familiarized with the aforementioned safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.

3-6c Contractor shall have established and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. Such program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall schedule periodic inspections to identify and correct unsafe conditions and

work practices. A copy of this program must be made available on site to the City of Healdsburg upon request.

3-7 De-energizing Conductors

Whenever it is determined that an electrical hazard exists in a tree that has to be climbed and this hazard cannot be cleared from the ground with a non-conductive pole pruner or pole saw, then the Contractor shall request that the circuit be de-energized and grounded for the length of time required to clear the tree or trees from the conductors. If the electrical hazard is an emergency (potential for personnel injury, property damage or conductor damage), then the circuit will be de-energized as soon as possible. If not, the City requires a seventy-two (72) hour notification period to notify the residents of the planned outage.

3-8 Public Convenience and Safety

3-8a The Contractor shall so conduct his operations in a manner to cause the least possible obstructions and inconvenience to public traffic. The Contractor shall comply with all City, County, and State requirements for traffic control. Traffic control measures shall be in conformance with the California Manual on Uniform Traffic Control Devices for Construction and Maintenance Work Zones.

3-8b Contractor shall provide informational work, traffic, and other signing as required to adequately warn pedestrian and vehicular traffic of the Work in progress. The Contractor may be required to direct pedestrians and traffic around the work area with the use of cones, delineators, and/or flaggers.

3-8c At the end of each day's work and at other times when tree-pruning operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway and/or sidewalk open for use by public traffic and pedestrians.

3-9 Priority of Pruning

The Contractor will give first priority to trees in contact with 12,000-volt lines when scheduling work throughout the Contract period. The City will provide a list of locations where trees are in contact with 12,000-volt lines whenever the City is aware of such conditions. All electric line clearing locations shall be processed in the order they are scheduled. The City Representative must approve any deviation from this schedule.

3-10 Type of Pruning

3-10a **Natural pruning techniques:** Pruning techniques recommended by the International Society of Arboriculture (ISA) shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree. Practices such as flush cutting, stubbing, or cuts that damage the branch bark ridge or collar are prohibited. When cutting back to a lateral (side) branch, that branch should be at least one-third (1/3) of the diameter of the limb that was removed.

3-10b **Pruning:** All trees are to be pruned so as to obtain the minimum clearance requirements from all electric conductors owned by the City of Healdsburg as set forth in the Table of Required Minimum

Clearances. Dead branches overhanging primary conductors shall be removed. Portions of dead, old decadent, or rotten trees or portions of trees weakened by decay or disease that may contact the line from the side or fall on the line, must be trimmed to eliminate the hazard. Extreme care shall be taken while working around energized conductors. The Contractor's Field Supervisor on the job shall analyze the Work and bring to the attention of the City Representative any potential safety hazards.

3-10c **Directional Pruning:** Trees and vegetation that require trimming to provide acceptable clearance shall be pruned in accordance to generally accepted practices of the International Society of Arboriculture (ISA). These methods may include Natural Pruning, Drop-Crotching, V-Notching, and/or Through Pruning to promote growth away from the lines.

3-10d **Side Prunes and Slope Backs:** Where line-clearance pruning adversely alters the shape of a tree, additional pruning shall be done to give the tree satisfactory shape and appearance. Whenever possible, slope back a high side prune to prevent the wall effect that is an unsightly style of pruning and increases the chances of limb failure.

3-11 Table of Required Minimum Clearances

3-11a The following are required clearances between trees and power lines when line clearance tree pruning is being performed:

Primary 12,000 volts trim to 7 feet and maintain no less than 4 feet of clearance during the contract period

Secondary 120/240 volts trim to 3 feet and maintain no less than 1 foot of clearance during the contract period. (pole to pole configuration)

Service drop 120/240 volts maintain 6" during contract period. (pole to customer weather head)
- see note below.

Poles and Streetlights trim a 3-foot radius around entire length of poles and streetlights during contract period (excluding customer poles)

Guy Wires trim to 3 feet and maintain no less than 1 foot of clearance during the contract period. (pole to pole configuration)

Substation 3 feet clearance from outside of wall from ground level to top of tree

Note: *Provide minimum pruning where service conductor shows strain or evidence of abrasion from tree contact. Any evidence of abrasion shall be reported to the City Representative. In instances where large branches or tree trunks are involved, the Contractor shall notify the City Representative for possible rerouting of service drop(s) or installation of tree guard(s) by City crews.*

3-11b While obtaining minimum clearance, consideration shall be given to conductor sag due to changes in temperature. **In any event, assume two (2) feet of additional sag for 12kV circuits.** This additional clearance must be added to the applicable Section 3-11a clearances.

3-11c Where conditions exist that prohibit the Contractor from obtaining the required minimum clearances (i.e., to comply with state or local ordinances, for designated heritage trees, for major trunks

or leads), clearance may be reduced, where agreed to by the City Representative to comply with an ordinance or other required specifications.

3-12 Removal of Brush, Debris, and Wood

All tree pruning and debris resulting from tree-care work shall be promptly removed from the Work site and properly and legally disposed of at the expense of the Contractor.

3-13 Final Cleanup

The Contractor's Work shall be performed in an environmentally responsible manner. Precautions shall be taken to prevent damage or injury to any adjacent trees or other plant life that are not a part of this Contract, to any other personal or real property, and to any person or animal. Any damage to property that can be repaired shall be repaired by the Contractor to the satisfaction of the City Representative. Damage to property that cannot be repaired to the satisfaction of the City Representative will result in damaged property being replaced at the Contractor's sole expense, prior to final payment to the Contractor by the City. Any expenses incurred by the City to repair damage will be deducted from the Contractor's final payment. Upon completion of tree pruning or other tree-care work of a separate tree or a group of trees, the area shall be cleaned to a condition at least equal to that, which existed when work was started. Final cleanup of the Work area shall be satisfactory to the City Representative and affected property owner(s).

3-14 Weekly Reporting Requirements

The Contractor shall fill out all necessary information on each Grid Map. The individual Grid Map sheets shall be used during patrols and identify all lines that do and do not require trimming. Lines that do not require trimming shall be highlighted green. Lines that require trimming shall be clearly marked (highlighted) designating primary or secondary. Primary lines shall be highlighted pink and secondary/service lines shall be highlighted blue. Lines that require trimming shall have the date and tree type clearly marked on the map in the area the trimming was performed. This information shall be filled out no later than the completion of the work within the grid area. This is necessary to ensure an immediate record is established and will guarantee that information is not lost if a tree crew must pull off a job. All completed Grid Maps for a given week shall be gathered by the Contractor and turned in to the City Representative by no later than Wednesday of the following week. A sample of the Grid Map is included in Appendix A.

3-15 Boundaries of the Contract Area

All City overhead power lines may require trimming to comply with the Specifications. City of Healdsburg Electric Department circuit maps are provided to identify the location of the Work area required in this Contract. (See attached Appendix A: Contract Area Map) **The attached maps do not show all overhead**

secondary system (less than 600 volt) facilities that require pruning. Field inspection of the Work area is essential for preparation of a responsive Bid.

Note: PG&E power line facilities exist in the Contract Area and are *not* part of the Work.

3-16 Cooperation with the Local Community

The Contractor shall cooperate in a timely and responsible manner in resolving local community or other agency/utility complaints arising from the Contractor's work or operations on this project. This shall include, but not be limited to, any community complaint directed at the speed of the Contractor's vehicles arriving/departing the site; vehicular/equipment noise; dust, litter, or other contaminants; vehicle degradation of road surfaces; actions of Contractor's staff both on and near the job site, etc. On the Owner's receipt of any local community complaint, the City Representative will immediately notify the Contractor of the nature of the complaint for the Contractor's timely resolution. If, in the sole opinion of the City Representative, the complaint is reasonable and the Contractor fails to correct the situation or moves too slowly in attempting to correct it, the City will act in both its and the community's interest. Any ascertainable cost incurred by the City for taking any action(s) that should have rightly been performed by the Contractor to resolve the complaint, will be deducted from the Contract cost.

3-17 Work Done by the City for the Contractor

The City **will not** perform any work for the Contractor except in an emergency or as determined necessary by the City Representative to adequately protect the City's electrical or other facilities. The City will be reimbursed for any work that is done for the Contractor (deduction from the Contract) including hiring additional contractors if needed. This will include all costs (direct straight time or overtime wages, all overheads, administration, engineering, vehicle, and equipment costs).

3-18 Specification Deviations

If there are any deviations from the specifications set forth herein, the Bidder shall note the deviations in his Bid. Failure to note a deviation from the specifications may be grounds for rejection by the City of that Bid. Where deviations are noted, the City reserves the right to accept a Bid containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the item Bid to perform the function for which it is to be acquired and such deviations result in a lesser total cost to the City for the subject item.



CITY OF HEALDSBURG CITY COUNCIL AGENDA STAFF REPORT

MEETING DATE: December 21, 2020

SUBJECT: Exclusive Negotiation Agreement with Freebird Development Company for the Saggio Hills Affordable Housing Site

PREPARED BY: Stephen Sotomayor, Housing Administrator

STRATEGIC INITIATIVE(S):

Establish Proactive Policies/Programs to Continue to Promote Economic Diversity & Sustainable Growth

Expand Affordable Housing Opportunities

RECOMMENDED ACTION(S):

Adopt a Resolution authorizing the City Manager to execute an Exclusive Negotiation Agreement with the development team led by Freebird Development Company for the Saggio Hills affordable housing site.

COMMUNITY ENGAGEMENT/OUTREACH:

This is an early step in the process of developing an affordable housing proposal for the Montage/Saggio Hills affordable housing site. The next steps include specifically the community engagement that will lead to an end product welcomed by the community at large.

If the Council provides guidance to move forward with this Exclusive Negotiation Agreement (ENA), the City and Freebird Development Company will commence with an agreed-upon community engagement program to gather community input on the design, development, and operation of an affordable housing project on the Saggio Hills affordable housing site.

BACKGROUND:

On September 30, 2020, the Healdsburg City Council provided direction to staff to issue a Request for Qualifications (“RFQ”) for the development of the Saggio Hills affordable housing site.

In addition, the Council directed staff to create a housing working group consisting of Robert Green, from the Saggio Hills development team, two Councilmembers, and City Staff. The purpose of the working group was to evaluate responses received to the RFQ and provide a recommendation to the Council. The final composition of the housing working group included:

1. Mayor Evelyn Mitchell
2. Vice-Mayor Osvaldo Jimenez
3. Robert Green, Sonoma Luxury Resorts, LLC
4. Interim City Manager, Dave Kiff
5. Interim Planning and Building Director, David Woltering
6. Housing Administrator, Stephen Sotomayor.

On October 30, 2020, the City of Healdsburg issued an RFQ seeking proposals to design and develop an affordable housing project on approximately 14.16 acres (APN 091-310-005 and 091-310-006) located in the Saggio Hills development (“Site”). The intent of this RFQ was to identify the most vision-driven, well-qualified team to enter into a collaborative public-private partnership with the City of Healdsburg to work exclusively on the design and development of the Site.

The development goals and objectives outlined in the RFQ were:

- To form a partnership with a development team that is qualified, experienced, and has the capacity to undertake the design and development of a high-quality affordable housing project.
- To implement an affordable housing project whose design and programmatic elements effectively serve low-to-moderate-income residents and families and which lowers the cost of homeownership by reducing the cost of utilities.
- To leverage to the greatest extent possible the City’s potential financial assistance by using resources from outside sources such as private, state, and federal programs.
- To implement a project that serves the goals and objectives of the City’s housing programs and policies as outlined in the City’s Housing Element and Housing Action Plan.
- To create an environmentally friendly project that address site constraints, topography and natural features, adheres to the City’s development standards and design guidelines and the Saggio Hills area plan, and implements best practices for development in the wildland urban interface.

On November 20, 2020, the City received four statements of qualifications in response to the issued RFQ.

DISCUSSION/ANALYSIS:

The housing working group evaluated the written statements of qualifications received from Freebird Development & Jamboree Housing, Related California & Burbank Housing, MidPen Housing, and Revival Development. After reviewing the proposals, the housing working group invited Freebird/ Jamboree, Related California/ Burbank, and MidPen to participate in oral interviews.

The housing working group evaluated the proposals based on:

- Experience: Background knowledge, financial capability, and development experience on

- similar projects.
- **Development Team/Partnership:** Strength of the development team and the partnerships being utilized for the project.
- **Design Team:** Strength of the design team to provide well-designed, sustainable projects with high level of livability.
- **Developer Vision:** Articulation of the vision for the Site and understanding of Site opportunities and constraints in the context of City housing goals and land use/environmental policies.
- **Developer Capacity:** Demonstrated commitment to meeting schedules and City requirements, compliance with local, state, and federal law, and providing infrastructure and other off-site improvements.
- **Additional Benefits:** Beneficial elements of the proposed development to the community, neighborhood, and environment.
- **Community Involvement/Public Outreach:** Strength of development team in successfully conducting public outreach and promoting community involvement.
- **Compliance with RFQ:** Compliance of submittal with RFQ requirements.

The housing working group was very pleased with the submittals, and as a group felt that each of the statements of qualifications was thoughtful, creative, well prepared, and indicated the developer was capable of achieving the public objective of the Site. Ultimately, the housing working group concluded that the proposal submitted by Freebird Development best responded to the RFQ selection criteria, and that Freebird demonstrated the highest level of understanding of the site and its unique challenges.

The Freebird development team consists of:

<i>Development Team Role</i>	<i>Organization</i>
<i>Lead Developer</i>	Freebird Development Company & L&M Development Partners
<i>Non-Profit Developer</i>	Jamboree Housing Corporation
<i>Architect/Landscape Design</i>	Mithun
<i>Ecological Consultant</i>	Biohabitats
<i>Civil Engineer</i>	Carlile Macy
<i>Property Manager</i>	John Stewart Company
<i>Service Provider</i>	North Bay Housing Coalition

Staff recommends that the Council adopt a Resolution to authorize the City Manager to execute an ENA with Freebird Development Company. The ENA will allow Staff and Freebird Development to begin negotiations, community outreach, and ultimately draft a Disposition and

Development Agreement governing development of the Site.

Staff recommends that the ENA provide for an 18-month negotiation period with the option to extend the agreement by two periods of 6 months. During this period, Freebird will meet with Planning and other City Officials to determine the scope of the project and land use approvals, complete the property due diligence, conduct community outreach, complete a schematic design, secure entitlements, conduct the environmental review, and refine the financing plan for the site.

It is important to note that the design and level of affordability of the Saggio Hills affordable housing site was not solidified during the RFQ process. At this early stage of the project, it is critical to recognize that the design of the site will evolve during community participation and the entitlement process. In that regard, no final decisions have been made on the utilization of the Site, but rather this begins a process of engagement that will ensure public participation.

ENVIRONMENTAL STEWARDSHIP:

This item does not have a direct correlation to environmental stewardship. During exclusive negotiating period, the City and Developer will memorialize the level of environmental review needed to develop the affordable housing site in the Disposition and Development Agreement. Prior to construction all environmental reviews will be completed.

ALTERNATIVES:

The City Council could:

1. Reject the housing working group's recommendation
2. Modify the terms of the ENA
3. Request additional information from Staff prior to authorizing the ENA.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ENVIRONMENTAL ANALYSIS:

This item does not have a direct impact on the environment.

ATTACHMENT(S):

Resolution
Freebird ENA

CITY OF HEALDSBURG

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT WITH FREEBIRD DEVELOPMENT COMPANY FOR THE DEVELOPMENT OF THE SAGGIO HILLS AFFORDABLE HOUSING SITE

WHEREAS, on September 30, 2020, the Healdsburg City Council provided direction to Staff to seek proposals for the development of Saggio Hills affordable housing sites (APN 091-310-006 and APN 091-310-006); and

WHEREAS, on October 30, 2020, the City of Healdsburg issued a Request for Qualifications (RFQ) soliciting proposals from qualified development teams for the design and development of the Saggio Hills affordable housing sites; and

WHEREAS, on November 20, 2020, the City received four statements of qualifications in response to the RFQ; and

WHEREAS, the housing working group reviewed all proposals and interviewed selected respondents and, after careful consideration, the housing working group concluded that the proposal submitted by Freebird Development Company best responded to the RFQ selection criteria, and that the respondents demonstrated the highest level of understanding of the Saggio Hills affordable housing site and its unique challenges; and

WHEREAS, the City and Freebird Development Company desire to enter into a period of exclusive negotiations over the proposed disposition and development of the Saggio Hills affordable housing sites;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby authorizes the City Manager to execute an Exclusive Negotiation Agreement, attached hereto as Exhibit A, with Freebird Development Company for a period of eighteen (18) months with the option to extend the agreement by two periods of six (6) months.

PASSED AND ADOPTED by the City Council of the City of Healdsburg, this 21st day of December, 2020, by the following vote:

- AYES: Councilmembers: ()
- NOES: Councilmembers: ()
- ABSENT: Councilmembers: ()
- ABSTAINING: Councilmembers: ()

Attachment: Resolution (3043 : Saggio Hills Affordable Housing Site - Freebird Development ENA)

SO ORDERED:

ATTEST:

Evelyn Mitchell, Mayor

Raina Allan, City Clerk

Attachment: Resolution (3043 : Saggio Hills Affordable Housing Site - Freebird Development ENA)

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EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

(APNs 091-310-005 & 091-310-006)

This Exclusive Negotiating Rights Agreement (“Agreement”) is entered into as of this _____, 2020 by and between the **City of Healdsburg** (“City”) and **Freebird Development Company, LLC** (“Developer”). City and Freebird may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. Sonoma Luxury Resort, LLC is the owner of two parcels of real property in the City of Healdsburg legally described as Parcels 5 and 6 of Saggio Hills per Map recorded May 23, 2018 in Book 795, Pages 31-40 as Instrument No. 2018-037508, of Official Records, in the City of Healdsburg, County of Sonoma, State of California, APNs 091-310-005 & 091-310-006, as shown on the map attached to this Agreement as Exhibit A and incorporated herein by this reference (“Property”).

B. On October 30, 2020, the City issued a Request for Proposals (RFP) for the development of affordable housing, as defined and described in the City of Healdsburg Zoning Ordinance, on the Property (the “Project”). The City received four (4) responses. The City is interested in exploring the feasibility of the Project and has selected the Developer as a potential developer of the Project.

C. It is anticipated that the Project will include a range of 70-150 units, and include for-sale and rental components. The for-sale component is expected to include units available to moderate income households. The rental component is expected to include a mix of unit sizes and affordability levels. The Project will also include on-site parking, and indoor amenity space including a community room, a social services office, and a property management office. Outdoor recreation areas will include one or more playgrounds, pedestrian and bike paths, and hiking trails. The entire project is proposed to be affordable to households with income between 30% and 160% Area Median Income (AMI).

D. It is anticipated that, by or before December 31, 2021, Sonoma Luxury Resort, LLC, will convey the Property to the City and that, subsequently, the City will either convey the Property to Freebird, or enter into a ground lease with the Developer for the rental component of the Property pursuant to the terms of a DDA described in Recital E.

E. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the “DDA”) pursuant to which the Developer will conduct specified development activities related to the Property. The Developer acknowledges and agrees that this Agreement in itself does not grant the Developer the right to develop the Project, nor does it obligate the Developer to any activities or costs to develop the Project, except for the preliminary analysis and negotiations contemplated by this Agreement.

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AGREEMENT

The Parties agree as follows:

EXCLUSIVE NEGOTIATIONS RIGHT

1. Good Faith Negotiations. The City and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 2, the terms of a DDA for the development of the Project on the Property. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined herein in Exhibit B to facilitate the negotiation of a mutually satisfactory DDA.

Among the issues to be addressed in the negotiations are the physical and land title conditions of the Property and remediation of any adverse conditions, the development schedule for the Project, and financing of the Project.

2. Negotiating Period. The negotiating period (“Negotiating Period”) under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, and which may be extended for two additional periods of six (6) months each upon presentation of a written request from the Developer together with a schedule of tasks to be accomplished during the additional period. Granting of such extension(s) shall be at the discretion of the City Manager and shall only be effective upon the execution of an amendment to the Agreement.

If a DDA has not been executed by the City and the Developer by the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer during the Negotiating Period, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA.

It is anticipated that, during the Negotiating Period, the Developer will meet with Planning and other City officials to determine scope of project and land use approval process, complete property due diligence, conduct community outreach, complete schematic design, secure entitlements and any required environmental review, and refine proforma and financing plan. The City will cooperate with Freebird’s efforts to accomplish the above tasks with the goal of negotiating and executing a mutually acceptable DDA prior to the expiration of the Negotiating Period.

3. Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any entity, other than the Developer, regarding development of the Property, or solicit or entertain bids or proposals to do so.

4. City Consultant Costs Deposit. The Developer acknowledges that the City shall expend resources in the negotiation of the DDA and performance of the tasks provided in Exhibit B. In order for this Agreement to remain in effect, the Developer and the City shall agree on an amount that the Developer shall submit to the City as a good faith and initial third-party consultant costs deposit, the sum of TWENTY-FIVE THOUSAND Dollars (\$25,000) (“Deposit”)

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to be paid within thirty (30) days following execution of this Agreement by the City and the Developer. The Deposit shall be provided in the form of a cashier's check made to the order of the City and be placed in a separate City deposit account. Any interest earned on the Deposit and any subsequent deposits shall be added to the total Deposit amount and may be used in accordance with this Agreement.

The City shall have no obligation to begin negotiation of the DDA or to retain third-party consultants until the Developer delivers the Deposit to the City. For the period of six (6) months following the date of the Agreement ("Due Diligence Period"), the Deposit shall be fully refundable, except for any costs incurred by the City as described below.

The Deposit may be used by the City to pay for the City's third party consultant costs and expenses in negotiating and preparing the DDA (collectively, the "Transaction Documents"). Such costs may include, but are not limited to reasonable fees and services of third party consultants and attorneys, selected by the City at its sole discretion, relating to the Project and the preparation of the Transaction Documents ("Consultant Costs"). Prior to incurring any Consultant Costs, the City shall submit an outline budget for use of the Deposit describing the general scope of work, cost and timing of expenditure.

Following the Due Diligence Period, the Developer shall be responsible for all of the City's Consultant Costs subject to the restrictions contained in this Section 4. Prior to the City incurring Consultant Costs in excess of the Deposit, the City shall provide the Developer with a schedule of the Consultant Costs incurred to date and an estimate of the additional Consultant Costs anticipated to be incurred. The Developer shall reasonably approve or disapprove the Consultant Costs within seven (7) days following the City's submittal of the anticipated Consultant Costs. If Developer disapproves the City's Consultant Costs, the City and Developer will meet and in good faith evaluate the estimate and attempt to reach a compromised budget acceptable to both parties. The Developer shall deposit with the City the amount of the additional Consultant Costs as approved by the Parties within fourteen (14) days of such approval. The additional amount shall be added to the Deposit. If the Parties are unable to agree on a compromised budget within sixty (60) days of Developer's disapproval of City's Consultant Costs, then either Party may terminate this Agreement. The City shall be reimbursed for all additional Consultant Costs approved by the Developer and incurred by the City prior to the date of the termination of this Agreement. To the extent this Agreement is terminated prior to or as of the end of the Negotiating Period and the City has incurred Consultant Costs that are less than the Deposit, and Developer has negotiated in good faith and is not in breach of this Agreement, the City shall return the unexpended balance of the Deposit to the Developer along with an accounting of the Consultant Costs incurred by the City.

Following such termination and the return of the appropriate amount of the Deposit and any interest earned thereon as provided in this Section 4, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Developer's indemnification obligation pursuant to Section 11 shall survive such termination.

5. Identification of Developer Representative. The Developer's representative to negotiate the DDA with the City is Robin Zimble.

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GENERAL PROVISIONS

6. Limitation on Effect of Agreement. This Agreement shall not obligate either the City or the Developer to enter into a DDA or to enter into any particular DDA. By execution of this Agreement, the City is not committing itself to or agreeing to undertake acquisition, disposition, and exercise of control over any property, or any other act or activity requiring the subsequent independent exercise of discretion by the City. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City and City Council action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after certification, adoption or approval of any analysis required under the California Environmental Quality Act (“CEQA”) and final approval of all land use entitlements required under the Healdsburg Municipal Code have been secured, and only if such DDA has been duly considered and approved by the City Council, following conduct of all legally required procedures, and executed by duly authorized representatives of City and Developer. Until and unless a DDA is signed by Developer, approved by the City Council, and executed by City, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding agreement. Failure of the City Council to approve a DDA after a public hearing thereon shall not constitute a default or a breach of the terms of this Agreement by City.

This Agreement does not limit in any way the discretion of City in acting on any applications for required permits or approvals for the proposed Project or any portion thereof. The Parties acknowledge that compliance with the CEQA will be required in connection with consideration of such permits and approvals required for the proposed Project or any portion thereof, and that City shall retain the discretion in accordance with CEQA and other applicable law before taking action on any such permits or approvals to (1) adopt or certify an environmental analysis of the Project or any portion thereof, prepared in accordance with CEQA, (2) identify and impose mitigation measures to mitigate significant environmental impacts, nor limit the anticipated scope of any required public improvements, (3) select other feasible alternatives to avoid significant environmental impacts, including the “no project” alternative, (4) adopt a statement of overriding considerations in accordance with Public Resources Code Section 21081(b) relative to any significant environmental impacts of the Project or any portion thereof, or implementation of any required public improvements, prior to taking final action if such significant impacts cannot otherwise be avoided, or (5) determine not to proceed with the Project or any portion thereof. Any action taken by the City in the exercise of its discretion relating to any analysis required by CEQA or on any application for a permit or approval required to develop and construct the Project or any portion thereof, shall not constitute a default or a breach of the terms of this Agreement by City.

7. Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight

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courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

City: City of Healdsburg
City Hall
401 Grove Street
Healdsburg, CA 95448
Attention: City Manager

Developer: Freebird Development Company, LLC
1111 Broadway
Oakland, CA 94607
Attention: Robin Zimbler

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered.

8. Costs and Expenses. Except for the Developer's obligation to fund certain City consultant costs under Section 4, above, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

9. No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent or finder retained by the Developer.

10. Defaults and Remedies.

(a) Default. Failure by either Party to (i) negotiate in good faith as provided in this Agreement, (ii) perform and complete tasks within the time provided for their performance as set forth in the Work Plan to be developed pursuant to Section 1 of Exhibit B to this Agreement, or (iii) comply with any of their obligations under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this Agreement, upon which termination the Developer shall be entitled to the return of the uncommitted portion of the Deposit, as set forth in Section 4, and any interest earned thereon. Following such termination and the return of the appropriate amount of the Deposit and any interest earned thereon, neither party shall have any further right, remedy or obligation under this Agreement; provided, however, that the Developer's indemnification obligation pursuant to Section 11 shall survive such termination.

In the event of an uncured default by the Developer, the City's sole remedy shall be to terminate this Agreement and to retain any unexpended funds remaining in the Deposit and

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any interest earned thereon. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement; provided; however, that the Developer's indemnification obligation pursuant to Section 11 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

11. Developer's Obligation to Indemnify City. Developer shall defend, indemnify, and hold harmless the City from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, damage or liability of any nature whatsoever, arising directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with performance of this Agreement on the part of the Developer or any contractor or subcontractor of the Developer. The Developer shall pay immediately upon the City's demand any amounts owing under this indemnity. The duty of the Developer to indemnify includes the duty to defend the City, at the City's choosing, to pay the City's costs of its defense in any court action, administrative action, or other proceeding brought by any third Party arising in any manner by reason of or incident to the performance of this Agreement on the part of the Developer or any contractor or subcontractor of the Developer. The City shall have the right to approve any attorneys retained by the Developer to defend the City pursuant to this Section 23 and shall have the right to approve any settlement or compromise. The Developer's duty to indemnify the City shall survive the termination of this Agreement. Notwithstanding the above, the Developer shall have no obligation to defend, indemnify or hold harmless the City, for any and all suits and causes of action, claims, losses, demands and expenses caused by, arising from, or related in any part to, any gross negligence, fraud or misconduct on the part of the City or its employees, agents, assigns, officers, or officials.

12. Compliance with Laws. Developer shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to the Healdsburg Municipal Code.

13. Nonliability of Officials, Officers, Members, and Employees. No member, official, officer, or employee 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 to its successor, or on any obligations under the terms of this Agreement.

No member, officer, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or on any obligations under the terms of this Agreement.

14. Lobbying Prohibition. Developer agrees and acknowledges that the negotiations of a DDA shall take place with the City Manager, acting by and through his or her staff, and the City's legal, financial and planning advisers and such other City parties as may be designated by the City Manager from time to time (collectively, the "City-Designated Team"). Developer shall

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not engage in any material discussions, negotiations or lobbying of any City Council or Planning Commission members or other City employees or officials as may be designated by the City Manager from time to time (collectively, "Excluded City Parties") with regards to the DDA, unless authorized or requested to do so by the City-Designated Team for specific purposes related to the negotiations. Nothing in this Section 14 shall prevent: (1) responses to requests for information from one or more Excluded City Parties, provided such responses are directed to the City-Designated Team; (2) Developer's participation in any question-and-answer sessions, workshops, or tours approved in writing by the City-Designated Team; or (3) Developer's participation in public events or community fora at which one or more Excluded City Parties are present, provided Developer does not engage in communications with such Excluded City Parties at such events that are intended to influence the negotiations of the DDA.

15. Ballot and Legislative Measures. Developer expressly agrees and acknowledges that it shall not initiate, promote, support or pursue, or authorize any other person or party to initiate, promote, support or pursue, any ballot or legislative measure relating to the Project without the prior consent of the City as evidenced by City Council resolution.

16. Assignment. The Developer shall not assign its rights or responsibilities under this Agreement, in whole or in part, except with the written consent of the City. Any attempted assignment without such prior written consent shall be invalid and void.

17. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in the Superior Court of Sonoma County, California.

18. Entire Agreement. This Agreement, including the Exhibits, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

APPROVED AS TO FORM:

Dated: _____

Samantha W. Zutler
City Attorney

David Kiff
Interim City Manager
City of Healdsburg

FREEBIRD DEVELOPMENT COMPANY, LLC

Attachment: Freebird ENA (3043 : Saggio Hills Affordable Housing Site - Freebird Development ENA)

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Developer

Dated: _____

By: _____

Name: Robin Zimbler

Title: Founder

Local Address: 1111 Broadway

Oakland, CA 94607

Email Address: robin@freebirddev.com

Telephone: 510-319-6959

Fax: _____

“CONTRACTOR”

DRAFT

Attachment: Freebird ENA (3043 : Saggio Hills Affordable Housing Site - Freebird Development ENA)

EXHIBIT A

PROPERTY MAP

REAL PROPERTY IN THE CITY OF HEALDSBURG LEGALLY DESCRIBED AS PARCELS 5 AND 6 OF SAGGIO HILLS PER MAP RECORDED MAY 23, 2018 IN BOOK 795, PAGES 31-40 AS INSTRUMENT NO. 2018-037508, OF OFFICIAL RECORDS, IN THE CITY OF HEALDSBURG, COUNTY OF SONOMA, STATE OF CALIFORNIA

(ASSESSOR PARCEL NUMBERS 091-310-005 & 091-310-006)

Prepared by City of Healdsburg

Attachment: Freebird ENA (3043 : Saggio Hills Affordable Housing Site - Freebird Development ENA)

EXHIBIT B

NEGOTIATION PERIOD & TENTATIVE WORK PLAN

NEGOTIATION PERIOD

1. Overview. To facilitate negotiation of the DDA, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in Exhibit B in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period. Within the first thirty (30) days of this Agreement, the Parties will agree upon a work plan for tasks to be accomplished and a schedule setting forth dates for their performance (“Work Plan”). Failure of a Party to perform and complete a task within the timeframe set forth in the schedule of the Work Plan shall constitute a default under the Agreement as contemplated in Section 10 of the Agreement.

2. Site Plan. The Developer shall prepare and submit to the City a proposed site plan identifying the size and shape of the parcels which comprise the Property (the “Development Parcels”) and the location of the Project improvements to be constructed on each of the Development Parcels.

3. Developer Cooperation and Coordination with Adjacent Parcels. Developer acknowledges the adjacent parcels and shall plan the site to be sensitive to these neighborhoods.

4. Financing and Costs of Development. The Developer shall provide the City with a detailed financial pro forma for the Project containing, among other matters, a detailed development budget setting forth the costs of the tasks to be undertaken by the Developer. The financial pro forma will be used to evidence the financial feasibility of the Project and to assist in the negotiation of terms regarding payment of costs of land and development.

5. Documents. Prior to execution of a DDA, the Developer shall provide the City with its organizational documents as well as organization chart outlining key personnel’s roles and responsibilities. Developer shall also submit to the City for its approval, copies of all operating agreements, joint venture agreements or other agreements between the members of the development entity, and such financial statements or tax returns reasonably required by the City to determine the Developer’s financial capability, excluding confidential or proprietary information.

6. Environmental Review. The City shall prepare or cause to be prepared any environmental documentation required by the California Environmental Quality Act (“CEQA”) for consideration of approval of the DDA; if any, provided, that nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to such environmental documentation. The Developer shall provide such information as may be required to enable the City to prepare or cause preparation and consideration of any CEQA-required document, and shall otherwise generally cooperate with the City to complete this task. The Developer shall be responsible for all costs associated with the preparation of the required CEQA documentation.

7. Due Diligence. During the Negotiating Period, the Developer shall conduct the following due diligence activities:

(a) Property Adequacy Determination. The Developer shall, within a timeframe to be set forth in the Work Plan but not to exceed twelve (12) months from the date of the Agreement, determine whether the Property is suitable for development of the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the zoning of the Property, the massing of the proposed Project improvements and the parking requirements imposed on projects of this type and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer's judgment based on such investigations and analyses, the Property is not suitable for development, the Developer may notify the City in writing prior to the expiration of the Negotiating Period of its determination. Upon such timely notification by the Developer, the remaining balance of the Deposit shall be immediately refunded to the Developer and this Agreement shall be terminated without further action of either Party, and thereafter neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement; except as set forth in Section 24 and Section 25.

(b) Objections to Title. Promptly following the execution of this Agreement, the Developer shall cause Old Republic Title Company at 675 N. 1st St., #900, San Jose, California, to issue a Preliminary Title Report (the "Report") on the Property to the Developer and the City. If the Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Developer may object to such exception, provided such objection is made to the City in writing on or before 5:00 P.M. on the thirtieth (30th) day following the date the Developer and the City receive the Report. If the Developer objects to any exception to title, the City, within fifteen (15) days of receipt of Developer's objection shall notify Developer in writing whether City elects to (i) cause the exception to be removed off record, (ii) obtain a commitment from Old Republic Title Company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception, or (iii) terminate this Agreement, unless the Developer elects to take title subject to such exception. If either Party elects to terminate this Agreement pursuant to this subsection, the remaining balance or the Deposit shall be immediately refunded to the Developer and neither Party shall thereafter have any obligations to or rights against the other hereunder, except as set forth in Section 24 and Section 25. If the Developer fails to provide any notification to the City regarding this matter prior to expiration of the time period set forth herein, the condition set forth in this subsection shall be deemed satisfied and this Agreement shall continue in effect. Notwithstanding the foregoing, City shall use good faith best efforts to keep the Property free and clear of any new liens or encumbrances during the Negotiating Period.

8. Site Access. No later than ten (10) days following execution of this Agreement, Developer and the City will enter into a separate agreement to provide Developer and its consultants with rights to enter, examine and conduct tests on the Property.

9. Reports. The Developer shall provide the City with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Developer with respect to this Agreement and the Project, promptly upon their completion. The City shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents")

prepared or commissioned by the City with respect to this Agreement and the Project, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation, the financial information described in Section 10) to make informed decisions about the content and approval of the DDA. The City will work with the Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on the City by the Public Records Act (Government Code Sections 6253, et seq.). The Developer acknowledges that the City may, subject to the limitations set forth in the preceding sentence, share information provided by the Developer of a financial and potential proprietary nature with third party consultants and City Council members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of a DDA, the City shall return to the Developer any information submitted by the Developer under this Agreement.

10. Schedule of Performance. During the Negotiating Period, the Developer and City will complete initial work and studies as described in Exhibit B and to be set forth in the Work Plan, which shall also include a detailed schedule of performance for the Project which shall include, but not be limited to: a plan setting forth the proposed timeline for the preparation of development concepts, community outreach, and planning and environmental review/approval.

11. Progress Reports. Each Party on a monthly basis shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Project.

TENTATIVE WORK PLAN

CITY

- Begin environmental documentation required by the California Environmental Quality Act (“CEQA”);
- Facilitate meeting to review submittal for Planned Development Zoning, Planning and Development Permits and Tentative Map Application and circulation of Draft CEQA Analysis;
- Provide confirmation of all applicable City fees and waivers, including parks fees;
- Arrange meetings for the negotiation of the DDA;
- Schedule Planning Commission Hearing;
- Schedule City Council Hearing;
- Provide City financing documentation for public finance applications; and
- Other tasks as appropriate to meet project goals.

DEVELOPER

- Prepare a Scope of Development and Proposed Site Plan describing location and land uses of the proposed Project;
- Prepare detailed Schedule of Performance for the Project and key partners;
- Submit a detailed pro forma and begin negotiating a Term Sheet to discuss and evaluate the financial and operational components, including any requirements pertaining to the applicability of any prevailing wage requirements;
- Provide the City with organizational documents as well as an organization chart outlining key personnel’s roles and responsibilities;
- Preliminary Analysis of toxic and hazardous waste conditions throughout the Property;
- Preliminary Analysis of geotechnical conditions of site surface and subsurface;
- Preliminary Assessment of traffic and parking issues/constraints that may affect site development;
- Assessment of major public and private utility capacities and connections for providing service to the Project;
- Assessment of site drainage and waterway issues that may affect site development;
- Determine form of payments for the City’s financial benefits from the Project;
- Discuss with the City any subsequent deposits necessary, to offset the costs for retention of further consultants;
- Identify key stakeholders; Conduct and document Project Community Meetings for public input on site design and operations;
- Review of any site easements or other use restrictions that may affect site development;
- Review of Title as it may affect site development and financing of development;
- Process planning applications and obtain Planning and Development permits and tentative map;
- Create Design development drawings;

- Pursue necessary financing commitments; and
- Other tasks as appropriate to meet project goals.



**CITY OF HEALDSBURG
CITY COUNCIL AGENDA STAFF REPORT**

MEETING DATE: December 21, 2020

SUBJECT: Written Communication from Interim Community Development Director David Woltering regarding Planning Commission actions taken on December 8, 2020

PREPARED BY: Shawn Sumpter, Administrative Specialist

STRATEGIC INITIATIVE(S):
Provide Effective Governance

RECOMMENDED ACTION(S):
No action required.

COMMUNITY ENGAGEMENT/OUTREACH:

Public hearing notices were sent to all property owners within 300' of the subject properties. The Agenda was posted on the public notice board at City Hall and the packet was posted on the website. Notice of the packet availability was provided to website subscribers in the form of emails and/or text messages.

The meeting was available for viewing live on our website and continues to be available as a video recording.

During the meeting opportunity for public input was provided. As a result, four members of the public provided input regarding item 4A.

BACKGROUND:

Since the formation of the Planning Commission, a report on actions taken at the immediately prior Commission meeting has been provided to the City Council as a way of keeping the Council informed of the matters/issues before the Commission.

This report is not required by the Healdsburg Municipal Code, City Council resolution or state law and requires no action from the City Council.

DISCUSSION/ANALYSIS:

Attached, for your information and receipt, is the report on the actions taken by the Planning Commission at its December 8, 2020 meeting.

ENVIRONMENTAL STEWARDSHIP:

Not applicable.

ALTERNATIVES:

None

FISCAL IMPACT:

There is no fiscal impact as a direct result from the proposed action.

ENVIRONMENTAL ANALYSIS:

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act ("CEQA") guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.

ATTACHMENT(S):

PC Summary - December 8, 2020



SUBJECT: Actions taken by the Planning Commission on December 8, 2020

1. ROLL CALL

Commissioners present: Brunner, Deas, Eddinger, Luks, Petrik

Commissioners absent: Breznikar (note: Richard Tracy resigned 11/17/2020)

City Staff present: Interim Community Development Director David Woltering, Senior Planner Scott Duiven, Assistant Planner Jeff Fisher, City Attorney's Office Samantha Zutler, Principal Engineer Curt Bates, Administrative Specialist Shawn Sumpter

2. ADMINISTRATIVE ACTIONS

A. The Commission voted 5-0-1 (Breznikar absent) to approve the Agenda for December 8, 2020.

B. The Commission voted 5-0-1 (Breznikar absent) to approve the November 10, 2020 minutes.

The Commission voted 5-0-1 (Breznikar absent) to approve the November 17, 2020 minutes.

C. Acceptance of Communications and Correspondence:

The following correspondence was forwarded to the Commission via email prior to the meeting-

- Camille Jones
- Brad and Pam Drexler
- Jed Weissberg
- Maria Kim – Response to Jones
- Maria Kim – Response to Drexler

D. Declarations of Conflicts of Interest: None

E. Disclosures of Ex Parte Communications: None

F. Election of Officers: The Commission voted 5-0-1 to appoint Dan Petrik to the position of Chair and Kevin Deas to the position of Vice-Chair. The appointments were made to complete this term and continue through next term resulting in a 6/30/2021 expiration.

3. **PUBLIC COMMENTS:** None

4. PUBLIC HEARINGS

A. The Commission voted 5-0-1 (Breznikar absent) to continue CUP 2016-07; DR 2016-06; V 2017-01 – Verizon Telco Facility at 923 S. Fitch Mountain Road to the next Planning Commission meeting which will be held December 15, 2020. Continuance was granted to allow time for the City Attorney's Office to research State law pertaining rights a communication carrier may have to increase tower heights subsequent to an approval, related to limits to local discretionary actions, and to allow the applicant time to provide additional visual simulation exhibits.

5. **COMMISSIONER AND SUBCOMMITTEE REPORTS:** None

6. **DIRECTOR'S REPORT:** Director Woltering provided information on the following-

- Recruitment to fill the Planning Commission vacancy
- Status of the Montage Resort construction
- Saggio/Montage Development Agreement 3rd amendment scheduled for the 12/15/2020 Planning Commission meeting
- Saggio Hills Affordable Housing Request for Qualifications (RFQ)
- Healdsburg Lumber Company Design Review application scheduled for the 12/15/2020 Planning Commission meeting

The meeting adjourned at 7:40 PM.