

**CITY OF UKIAH
CITY COUNCIL AGENDA
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
July 6, 2016
6:00 p.m.**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Minutes of June 15, 2016, a Regular Meeting.
- b. Minutes of June 29, 2016, a Special Meeting.

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- a. Adoption of an Ordinance Amending the Traffic Engineering Committee (TEC) to Include a Position for an Active Transportation Representative.
- b. Adoption of Resolution Amending Resolution 2016-26 – Calling for Election – Adding Office of Treasurer.
- c. Authorize City Manager to Accept a Federal Aviation Administration Grant Offer for \$230,345 to Complete Runway 15-33 Pavement Rehabilitation and Taxiway Realignment Design and Approval of Corresponding Budget Amendment.
- d. Authorization for City Manager to Negotiate and Execute Visit Ukiah (Transient Occupancy Tax Program) Contract with Sunset Magazine in Amount of \$32,190, to be Paid Out of Measure X Funds (Lodging Bed Tax).
- e. Notification of Software License Renewal for Box, Inc. in the Amount of \$23,400.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- a. Conduct a Public Hearing to Consider and Approve a Resolution Authorizing the Submittal of a 2016 State Community Development Block Grant Application; and Approval of Corresponding Budget Amendments if Awarded the Grant.

12. UNFINISHED BUSINESS

- a. Adopt Resolution to Rescind Resolution 2014-31 to Terminate Mandatory Water Conservation and Continue Voluntary Water Conservation Practices.
- b. Authorize the City Manager to Negotiate and Execute an Agreement with the Sonoma County Water Agency for a High Efficiency Fixture Retrofit Grant Program.
- c. Receive and File the June 30, 2015, Comprehensive Annual Financial Report and Authorize the Mayor and City Manager to Sign the Confirmation of Services Letter for the Audit of the June 30, 2016, Financial Statements.
- d. Update and Discussion on the Fiscal Year 2016-17 Budget Schedule.
- e. Receive Status of Bidding Effort for Specification No. 16-03 Grace Hudson Museum Roof Replacement Project and Consider Authorizing Staff to Proceed with a Negotiated Contract Process.

13. NEW BUSINESS

- a. Designation of Voting Delegate and Alternates for 2016 League of California Cities Annual Conference – October 5 – 7, 2016.

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

a. Conference with Legal Counsel – Existing Litigation

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

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

b. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Valley Sanitation District v. City of Ukiah*, Sonoma County Superior Court, Case No. SCV 256737

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.*, Mendocino County Superior Court, Case No. SCUК-CVG-11-59459

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUКCVPT 14-63579

15. ADJOURNMENT

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

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

Dated this 1st day of July, 2016.

Kristine Lawler, City Clerk

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482

June 15, 2016
6:00 p.m.

1. **ROLL CALL**

Ukiah City Council met at a Regular Meeting on June 15, 2016, having been legally noticed on June 10, 2016. Mayor Scalmanini called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, Vice Mayor Jim O. Brown, and Mayor Stephen G. Scalmanini. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Ashley Cocco, Deputy City Clerk.

MAYOR SCALMANINI PRESIDING.

2. **PLEDGE OF ALLEGIANCE**

A Moment of Silence was observed to honor those civilians who lost their lives in a mass shooting in Orlando, Florida.

URGENCY ITEM:

Presenter: Shannon Riley, Senior Management Analyst.

Motion/Second Crane/Mulheren to accept urgency item due to timelines and place as Agenda Item 13c. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

3. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

a. **Presentation: Rural Communities Housing Development Corporation (RCHDC) and Mendocino County's Behavioral Health and Recovery Services (BHRS) Housing Project for Mentally Ill and Homeless – Administration.**

Presenter: Mike Pallesen, Rural Communities Housing Development Corporation Director of Development.

Public Comment: Ollie Vincent-dePaule; Jacque Williams, Executive Director of the Ford Street Project; and Libby Guthrie, Executive Director of Mendocino County AIDS/Viral Hepatitis Network.

Report was received.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. Minutes of June 1, 2016, a Regular Meeting.

Motion/Second: Mulheren/Brown to approve the Minutes of June 1, 2016, a Regular Meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

- a. Report of Disbursements for the Month of May – *Finance*.
- b. Approval of New Agreement (*COU No. 1516-217*) with Aimee Shields Formerly DBA Perfection Plus Transcription for Procurement of Sole Source Transcription Services, not to Exceed \$15,000 per Fiscal Year – *Police*.
- c. Award of Contract (*COU No. 1516-218*) for Oak Manor Subdivision Electric Improvement Project, Specification 16-04, to Wipf Construction in the Amount of \$44,727.50 (EUD) – *Electric Utility*.
- d. ~~Discussion and Possible Adoption of Resolution Establishing Fees and Charges Under California Public Records Act for Requested Copies of Public Records – *Administration* – Pulled by Councilmember Crane and moved to Agenda Item 13d.~~
- e. Authorize the City Manager to Negotiate and Execute an Agreement (*COU No. 1516-220*) with the Credit Bureau of Ukiah, Inc. for Collection Services – *Administration*.
- f. Notification of Publishing Services (*COU No. 1516-221*) by *Ukiah Daily Journal* for Fiscal Year 2016/2017, in the Amount of \$6.25 Per Column Inch for the First Insertion and \$4.26 Per Column Inch for Each Subsequent Insertion of the Same Advertisement – *Administration*.

Motion/Second: Crane/Doble to approve Consent Calendar Item 7a-c, e, and f, as submitted, with Agenda Item 7d pulled and moved to Agenda Item 13d. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter: Paul Mueller.

9. **COUNCIL REPORTS**

Presenters: Councilmembers Mulheren, Crane, Doble, and Mayor Scalmanini.

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

Presenters: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works/City Engineer; and Jarod Thiele, Public Works Project Analyst.

11. **PUBLIC HEARINGS – 6:15 P.M.**

12. **UNFINISHED BUSINESS**

- a. **Discussion, Consideration, and Possible Introduction by Title Only of an Ordinance Amending the Traffic Engineering Committee (TEC) to Include a Position for an Active Transportation Representative – *Administration*.**

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

Motion/Second: Mulheren/Crane to introduce ordinance by title only. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Mulheren to introduce ordinance amending Ordinance 1025 and adding an Active Transportation Representative to the Traffic Engineering Committee (TEC). Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

b. Receive Status Report and Provide Direction Concerning the Proposed LAFCo Sphere of Influence for the Willow County Water District – Planning.

Presenter: Kevin Thompson, Acting Community Development Director / Principal Planner and Tim Eriksen, Director of Public Works / City Engineer.

Public Comment: Dave Redding, General Manager for Willow County Water District.

Motion/Second: Crane/Mulheren to direct Staff to attend the July LAFCo meeting and express support for Commissioner McCowen's motion; and to continue to work cooperatively with the District to discuss and resolve any overlap issues. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: Doble.

c. Authorize the City Manager to Negotiate and Execute an Agreement with Mark and Jann Lanz for the Purchase of an Easement at the Corner of South State Street and Hastings Avenue and Approval of Corresponding Budget Amendment – Administration.

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

Motion/Second: Mulheren/Doble to authorize the City Manager to negotiate and execute an agreement (COU No. 1516-222) for the purchase of an easement at the corner of South State Street and Hastings Avenue and approve a corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

d. Adoption of Resolution of the City Council of the City of Ukiah Authorizing Funding and Appropriations to Continue Municipal Operations Pending Adoption of the Fiscal Year 2016-17 Budget – Administration.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Mulheren to adopt resolution (2016-35) authorizing continued municipal operations pending adoption of the fiscal year 2016-17 budget. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 8:08 – 8:12 P.M.

13. NEW BUSINESS

a. Presentation of Annual Report from the Economic Development Financing Corporation (EDFC) and Consideration of Funding in Fiscal Year 2016-17 – Administration.

Presenters: Shannon Riley, Senior Management Analyst and John Curry, Director of EDFC.

Public Comment: Mike Pallesen, Rural Communities Housing Development Corporation Director of Development.

Motion/Second: Brown/Doble to take no action, receive report, and consider funding during the FY 2016-17 Budget Hearings. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

c. Urgency Item – Authorize Letter of Support from the Ukiah City Council for Rural Communities Housing Development Corporation's Proposed Affordable Senior Housing Project on Brush Street – Administration.

Presenter: Shannon Riley, Senior Management Analyst.

Motion/Second: Mulheren/Crane to authorize the Mayor to sign a letter of support for RCHDC's application for funding from California's Affordable Housing and Sustainable Communities program for the proposed Orr Creek Commons project. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Consideration of a Resolution Amending Section 2081 – Adjusting Voluntary Spending Limits to Reflect Increase in Consumer Price Index from Original Limits Established in 2006 – Administration.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Brown/Mulheren to adopt resolution (2016-36) amending City Code Section 2081, increasing the voluntary spending limit to \$5,850. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown. NOES: Doble. ABSENT: None. ABSTAIN: Crane and Scalmanini.

d. Discussion and Possible Adoption of Resolution Establishing Fees and Charges Under California Public Records Act for Requested Copies of Public Records – Administration – From Consent Calendar Item 7d.

Presenter: David Rapport, City Attorney.

Motion/Second: Crane/Brown to adopt resolution (2016-37) establishing fees and charges under the California Public Records Act for requested copies of public records. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:12 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

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

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

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: *County of Mendocino v. Solid Waste System, Inc. et al.*, Mendocino County Superior Court, Case No. SCUK-CVG-11-59459

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: *Ukiah Citizens for Safety First v. City of Ukiah*, Mendocino County Superior Court, Case No. SCUKCVPT 14-63579

No action was taken on Closed Session items.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:20 p.m.

Ashley Cocco, Deputy City Clerk

DRAFT

CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482

June 29, 2016
5:00 p.m.

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

Ukiah City Council met at a Special Meeting on June 29, 2016, having been legally noticed on June 28, 2016. Mayor Scalmanini called the meeting to order at 5:02 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Maureen Mulheren, Kevin Doble, Vice Mayor Jim O. Brown, and Mayor Stephen G. Scalmanini. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR SCALMANINI PRESIDING.

Council Consensus is to hear agenda item no. 3 before item no. 2.

3. **PUBLIC COMMENT**

Presenters: Susan Knopf, Tom Fletcher, and Mark Hilliker.

2. **NEW BUSINESS**

a. **Authorize the City Manager to Negotiate and Execute the Second Amendment Extending the Interim Agreement between the City of Ukiah and Ukiah Valley Fire District up to June 30, 2017, for Fire Protection and Emergency Medical Services – Administration.**

Presenters: Sage Sangiacomo, City Manager and Chief Bartlett, Fire Chief.

Public Comment: Robert Ramseier.

Motion/Second: Crane/Mulheren to authorize the City Manager to negotiate and execute the Second Amendment extending the interim agreement between City of Ukiah and Ukiah Valley Fire District up to June 30, 2017, for fire protection and emergency medical services. Motion **carried** by the following roll call votes: AYES: Crane, Mulheren, Doble, Brown, and Scalmanini. NOES: None. ABSENT: None. ABSTAIN: None.

4. **ADJOURNMENT**

There being no further business, the meeting adjourned at 5:40 p.m.

Kristine Lawler, City Clerk



ITEM NO.: 7a

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPTION OF AN ORDINANCE AMENDING THE TRAFFIC ENGINEERING COMMITTEE (TEC) TO INCLUDE A POSITION FOR AN ACTIVE TRANSPORTATION REPRESENTATIVE

Summary: The City Council will consider adopting the Ordinance that was introduced on June 15, 2016, adding a position to the Traffic Engineering Committee to include an Active Transportation Representative.

Background: The Traffic Engineering Committee (TEC) currently consists of the following positions (or their duly appointed representatives): City Manager, Chief of Police, City Engineer, Planning Director, Superintendent of Public Works, along with a representative of the local transit authority, and two (2) city residents of driving age, each of whom may from time to time be determined and appointed by the Council.

On June 1, 2016, the City Council held interviews with two applicants for the city resident position that was vacated at the beginning of 2016. After discussion, Council directed staff to come back with an agenda item adding an active transportation representative to the TEC. On June 15, 2016, Council introduced an Ordinance adding an Active Transportation Representative.

Discussion: Staff recommends adopting the Ordinance (Attachment 1) that Council introduced on June 15, 2016, superseding Ordinance 1025, and amending Division 8, Chapter 1, Article 2, Section 7030 of the Ukiah City Code that establishes the Traffic Engineer/TEC, with the addition of an Active Transportation Representative.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Adopt Ordinance, superseding Ordinance 1025 and amending Division 8, Chapter 1, Article 2, Section 7030 of the Ukiah City Code that establishes the Traffic Engineer/TEC, adding an Active Transportation Representative.

ALTERNATIVES: Remand to Staff with direction.

Citizens advised: N/A
Requested by: City Council
Prepared by/Contact: Kristine Lawler, City Clerk
Coordinated with: Tim Eriksen, Director of Public Works /City Engineer and Rick Seanor, Deputy Director of Public Works
Presenter: Kristine Lawler, City Clerk
Attachment: 1. Ordinance

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 8, CHAPTER 1, ARTICLE 2, SECTION 7030 OF THE UKIAH CITY CODE WHICH ESTABLISHES THE CITY TRAFFIC ENGINEER; OFFICE ESTABLISHED

SECTION ONE: It is ordained that the City Council of the City of Ukiah hereby amends §7030 to read as follows:

§7030: CITY TRAFFIC ENGINEER; OFFICE ESTABLISHED: The office of City Traffic Engineer is hereby established. The office of City Traffic Engineer shall consist of a committee who shall serve without additional compensation, consisting of the City Manager, the Chief of Police, the City Engineer, the Planning Director, the Superintendent of Public Works or their duly appointed representatives, together with a representative of the local transit authority, a representative of active transportation (*defined as a means of getting around that is powered by human energy, primarily walking and bicycling*) who resides within the city limits, and two City residents of driving age, each of whom may from time to time be determined and appointed by the Council. The chairman shall be chosen by vote of the committee. Any member of such committee, whether appointed by this Chapter or by action of the Council, may be removed by the Council at any time.

SECTION TWO. This Ordinance shall be published as required by law in a newspaper of general circulation published in the City of Ukiah.

SECTION THREE. This Ordinance shall become effective thirty (30) days after adoption.

Introduced by title only on the 15th day of June, 2016, by the following roll call vote:

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

Passed and adopted on July 6, 2016, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7b

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT**SUBJECT: ADOPTION OF RESOLUTION AMENDING RESOLUTION 2016-26 – CALLING FOR ELECTION – ADDING OFFICE OF TREASURER****Summary:** City Council will consider adopting an amended resolution adding the Office of Treasurer to the General Municipal Election on November 8, 2016.**Background and Discussion:** The City Council adopted resolution 2016-26 on May 18, 2016, calling for the holding of a General Municipal Election November 8, 2016, for the election of City Council candidates and any ballot measures. However, the resolution did not include the office of City Treasurer, whose term is expired in November, 2016. Staff is recommending the adoption of an amended resolution (Attachment 1) adding the Office of Treasurer to the General Municipal Election November 8, 2016.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Reference No.
N/A	N/A	N/A	Yes ☐ No ☒	Resolution 2016-26

RECOMMENDED ACTION(S): Adopt resolution amending resolution 2016-26, adding the Office of Treasurer to the General Municipal Election November 8, 2016.**ALTERNATIVES:** Remand to staff with direction.

Citizens advised: N/A
Requested by: Kristine Lawler, City Clerk
Contact/Prepared by: Kristine Lawler, City Clerk
Coordinated with: Katrina Bartolomie, Mendocino County Assistant Clerk Recorder/Elections
Presenter: Kristine Lawler, City Clerk
Attachment: 1. Resolution redline and clean.

COUNCIL ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____**RECORDS APPROVED:** ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____*Note: Please write Agreement No. in upper right corner of agreement when drafted.*

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2016, FOR THE ELECTION OF CITY COUNCIL CANDIDATES, CITY TREASURER, AND ANY BALLOT MEASURES; TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION HELD ON THE SAME DATE PURSUANT TO ELECTIONS CODE §10403; AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO TO REQUEST THE COUNTY CLERK TO CONDUCT THE MUNICIPAL ELECTION OF THE CITY OF UKIAH ON TUESDAY, NOVEMBER 8, 2016, PURSUANT TO ELECTIONS CODE §10002.

WHEREAS,

1. The City Council of the City of Ukiah called a Municipal Election to be held on Tuesday, November 8, 2016; and
2. Elections Code §10403 authorizes the City Council of the City of Ukiah ("City") to request the Mendocino County Board of Supervisors to consolidate a municipal election with the statewide election scheduled for November 8, 2016; and
3. Elections Code §10002 authorizes the Clerk of the County of Mendocino to render specified services relating to the conduct of an election to any city or district which has by resolution requested the Board of Supervisors to permit the County Clerk to render the services, subject to requirements set forth in that section; and
4. Pursuant to Elections Code §10403(3), the City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code §10418.
5. The City of Ukiah election shall consist of two (2) City Council positions, one (1) City Treasurer position, any ballot measures, and all other required election matters.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the above cited provisions, the Board of Supervisors of the County of Mendocino is hereby requested to permit the County Clerk to perform and render all services and proceedings incidental to and connected with the conduct of the November 8, 2016, Municipal Election of the City of Ukiah with the cooperation and assistance of the City Clerk of the City of Ukiah, such services to include, but not limited to the following:

- a. Establish precinct boundaries to coincide with Statewide Election.
- b. Designate polling places and appoint election officers.
- c. Notify election officers of their appointment and instruct inspectors concerning their duties.
- d. Appoint and pay election officers.
- e. Arrange for the availability of polling places, all supplies necessary for casting ballots, and setting up voting booths.
- f. Publish lists of precincts, election officers, polling places and hours polls will be open.
- g. Verify signatures appearing on candidates' nomination papers;
- h. Provide sample ballots to each voter.
- i. Receive absent voter applications, accept absent voter ballot returns, retain custody of absent voter ballot, and count absent voter ballots.
- j. Provide Certificate of County Clerk as to result of the Canvass, for approval by the City Council.

BE IT FURTHER RESOLVED, the City Clerk shall be responsible for:

- a. All functions of the City Clerk relative to arguments concerning City measures as set forth in Elections Code §9200, *et seq.*, including filing and accepting notices required.
- b. Publication of Notice of Election.
- c. Publication of Candidates as required by law.
- d. Distribution and receipt of nomination papers.
- e. Receipt of Candidates Statement and printing deposit.
- f. Receive campaign statements and disclosure statements as required by law.

BE IT FURTHER RESOLVED, In consideration of the services rendered by the County Clerk and described herein, the City of Ukiah agrees to pay the actual direct costs reasonably attributable to the City's Municipal Election, and a ten percent (10%) charge for associated overhead based upon a detailed invoice prepared by the County Clerk and presented to the City for payment, and payment for services due shall be made after billing is submitted by the County of Mendocino.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the Ukiah City Council held on the ~~18th~~-7th day of ~~May~~-July 2016, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2016, FOR THE ELECTION OF CITY COUNCIL CANDIDATES, CITY TREASURER, AND ANY BALLOT MEASURES; TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION HELD ON THE SAME DATE PURSUANT TO ELECTIONS CODE §10403; AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO TO REQUEST THE COUNTY CLERK TO CONDUCT THE MUNICIPAL ELECTION OF THE CITY OF UKIAH ON TUESDAY, NOVEMBER 8, 2016, PURSUANT TO ELECTIONS CODE §10002.

WHEREAS,

1. The City Council of the City of Ukiah called a Municipal Election to be held on Tuesday, November 8, 2016; and
2. Elections Code §10403 authorizes the City Council of the City of Ukiah ("City") to request the Mendocino County Board of Supervisors to consolidate a municipal election with the statewide election scheduled for November 8, 2016; and
3. Elections Code §10002 authorizes the Clerk of the County of Mendocino to render specified services relating to the conduct of an election to any city or district which has by resolution requested the Board of Supervisors to permit the County Clerk to render the services, subject to requirements set forth in that section; and
4. Pursuant to Elections Code §10403(3), the City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code §10418.
5. The City of Ukiah election shall consist of two (2) City Council positions, one (1) City Treasurer position, any ballot measures, and all other required election matters.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the above cited provisions, the Board of Supervisors of the County of Mendocino is hereby requested to permit the County Clerk to perform and render all services and proceedings incidental to and connected with the conduct of the November 8, 2016, Municipal Election of the City of Ukiah with the cooperation and assistance of the City Clerk of the City of Ukiah, such services to include, but not limited to the following:

- a. Establish precinct boundaries to coincide with Statewide Election.
- b. Designate polling places and appoint election officers.
- c. Notify election officers of their appointment and instruct inspectors concerning their duties.
- d. Appoint and pay election officers.
- e. Arrange for the availability of polling places, all supplies necessary for casting ballots, and setting up voting booths.
- f. Publish lists of precincts, election officers, polling places and hours polls will be open.
- g. Verify signatures appearing on candidates' nomination papers;
- h. Provide sample ballots to each voter.
- i. Receive absent voter applications, accept absent voter ballot returns, retain custody of absent voter ballot, and count absent voter ballots.
- j. Provide Certificate of County Clerk as to result of the Canvass, for approval by the City Council.

BE IT FURTHER RESOLVED, the City Clerk shall be responsible for:

- a. All functions of the City Clerk relative to arguments concerning City measures as set forth in Elections Code §9200, *et seq.*, including filing and accepting notices required.
- b. Publication of Notice of Election.
- c. Publication of Candidates as required by law.
- d. Distribution and receipt of nomination papers.
- e. Receipt of Candidates Statement and printing deposit.
- f. Receive campaign statements and disclosure statements as required by law.

BE IT FURTHER RESOLVED, In consideration of the services rendered by the County Clerk and described herein, the City of Ukiah agrees to pay the actual direct costs reasonably attributable to the City's Municipal Election, and a ten percent (10%) charge for associated overhead based upon a detailed invoice prepared by the County Clerk and presented to the City for payment, and payment for services due shall be made after billing is submitted by the County of Mendocino.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the Ukiah City Council held on the 7th day of July 2016, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk



ITEM NO.: 7c

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE CITY MANAGER TO ACCEPT A FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR \$230,345 TO COMPLETE RUNWAY 15-33 PAVEMENT REHABILITATION AND TAXIWAY REALIGNMENT DESIGN AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT

Summary: The Federal Aviation Administration (FAA) has offered to provide the airport with a design grant for runway 15-33 pavement rehabilitation and taxiway realignment. This project will ready the City for a construction grant submittal for a new landing and departure surface.

Background: The original runway paving was completed in 1942. In 1984, the runway and taxiways were repaved. A slurry seal project was completed in 1997 on the runway and taxiways. The current pavement has been in place for thirty-two years and has been showing sign of wear and is in need of replacement.

Staff began working with the FAA in 2013. The City received a grant to update the Airport Layout Plan (ALP). This was required in order to get future funding from the FAA. Staff was anticipating the ALP approval and applied for a "Runway Rehabilitation Design" grant.

Discussion: Runway 15-33 is currently 4,415 feet long and 150 feet wide. The current project scope will provide the engineering design to reduce the runway width to 75 feet and rehabilitate the remaining pavement by cold-in-place recycling with a 2" asphalt top lift. Design will include installation of new runway edge lights, precision approach path indicator (PAPI) and the removal of visual approach slope indicator (VASI). The design of new taxiway connectors A2 and A4 will also be included to comply with FAA standards; this design will also require the demolition of Taxiways B and D.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
190,000	N/A	778.00.000.80230.15040	Yes ☒ No ☐	N/A

Continued on Page 2

RECOMMENDED ACTION(S): Authorize City Manager to accept Federal Aviation Administration grant offer for \$230,345 to complete runway 15-33 pavement rehabilitation and taxiway realignment design and approve the corresponding budget amendment.

ALTERNATIVES: Do not accept offer and provide direction to staff.

Citizens advised: Airport Commission
Requested by: Greg Owen, Airport Manager
Prepared by: Greg Owen, Airport Manager
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Greg Owen, Airport Manager
Attachment: 1. Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0268-013-2016

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

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

Approved: 
Sage Sangiacomo, City Manager

The FAA funding is for \$207,311; the total cost of this project will be \$230,345; A Caltrans grant match in the amount of \$11,517 and Airport operating funds in the amount of \$11,517 will be included. The FAA grant offer is included as Attachment #1.

Project Budget 15-16 FY

778.00.000.80230.15040	\$190,000 Expense
778.00.000.80230.15040	\$ 9,500 Local match
778.00.000.43299.15040	\$171,000 FAA revenue
778.00.000.43299.15040	\$ 9,500 State match

Budget Amendment Requested

778.00.000.80230.15040	\$230,345 Expense
778.00.000.80230.15040	\$ 11,517 Local match
778.00.000.43299.15040	\$207,311 FAA revenue
778.00.000.43299.15040	\$ 11,517 State match



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 220
Brisbane, CA 94005-1835

FEDEX

June 22, 2016

Mr. Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482



Dear Mr. Sangiacomo:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0268-013-2016 at Ukiah Municipal Airport in Ukiah, California. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than July 18, 2016, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement, we ask that you return the Grant Offer marked "Original" to us by (overnight or regular mail) and (E-Mail (PDF) or facsimile), and maintain the copy marked "Sponsor" for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit, as a minimum, the following:

- Sponsor Certification for Project Final Acceptance;
- Applicable Final Report;
- Summary of all change orders and summary of all testing; and
- Final SF-270 or SF-271 (or equivalent) and SF-425.

Barry Franklin, (650) 827-7614, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



James W. Lomen
Manager, Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>June 22, 2016</u>
Airport/Planning Area	<u>Ukiah Municipal</u>
AIP Grant Number	<u>3-06-0268-013-2016</u>
DUNS Number	<u>152110466</u>
TO:	<u>City of Ukiah</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 15, 2016, for a grant of Federal funds for a project at or associated with the Ukiah Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ukiah Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 15/33 (approximately 4,423 LF) - Design

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$207,311.
 The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$0 for planning
 \$207,311 for airport development or noise program implementation
 \$0 for land acquisition.
 The source of this Grant may include funding from the Small Airport Fund.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
 The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
 The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 18, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the

Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
- 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 24. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

James W. Lomen
(Typed Name)

Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of Ukiah

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>June 22, 2016</u>
Airport/Planning Area	<u>Ukiah Municipal</u>
AIP Grant Number	<u>3-06-0268-013-2016</u>
DUNS Number	<u>152110466</u>
TO:	<u>City of Ukiah</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 15, 2016, for a grant of Federal funds for a project at or associated with the Ukiah Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ukiah Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 15/33 (approximately 4,423 LF) - Design

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$207,311.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$207,311 for airport development or noise program implementation

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 18, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the

Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
- 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

- 24. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

James W. Lomen
(Typed Name)

Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of Ukiah

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By: _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ITEM NO.: 7d

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZATION FOR CITY MANAGER TO NEGOTIATE AND EXECUTE VISIT UKIAH (TRANSIENT OCCUPANCY TAX PROGRAM) CONTRACT WITH SUNSET MAGAZINE IN AMOUNT OF \$32,190, TO BE PAID OUT OF MEASURE X FUNDS (LODGING BED TAX)

Summary: The Visit Ukiah Task Force is recommending approval of an advertising contract with Sunset Magazine. Visit Ukiah has partnered with Sunset since 2011, generating over 10,000 reader requests for additional information about Ukiah. The contract would be paid for entirely from Measure X funds, which is the bed tax paid by visitors in Ukiah lodging establishments.

Background: Visit Ukiah has been advertising in Sunset Magazine since 2011 with much success; research supports that Sunset Magazine reaches the target visitor demographic for Visit Ukiah. To date, that advertising has resulted in nearly 10,000 reader requests for additional information about Ukiah and thousands more website visits and phone calls. The requests are fulfilled by staff at the Ukiah Visitor Center and include a personalized cover letter with up-to-date event information, brochures, and the Grace Hudson Museum rack card. Since advertising with Sunset, community event attendance is up significantly. Even more impressive is the bed tax revenue since 2011, which is up roughly 77%. (An analysis of other Transient Occupancy Tax (TOT) data statewide confirms that this increase is far above average.)

Other benefits of the Sunset advertising contract include access to the magazine's extensive marketing and demographic data, "value added" components including free website listings and free magazine ads, and a greater likelihood that the Ukiah area will be featured within the content of the magazine. (Since 2011, the Ukiah area has been featured in Sunset magazine at least four times.) The reader requests for information also serves to build Visit Ukiah's mailing list, which was nonexistent prior to the City assuming administration of the program in March of 2011. Additionally, an advertising contract ensures that Ukiah will be eligible to participate in Sunset Celebration Weekend, where Visit Ukiah staffs a booth.

For an example of a recent ad, please see attachment 1. This ad was featured in the May 2016 issue and was re-printed at no cost in the special Summer Trips issue.

Visitor spending provides a significant economic boost for the Ukiah area. In 2015, travel spending in Mendocino County amounted to nearly \$375 million, supporting approximately 6,000 jobs. Countywide,

Continued on Page 2

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute an advertising contract with Sunset Magazine in the amount of \$32,190, to be paid from Measure X funds (lodging bed tax).

ALTERNATIVES: N/A

Citizens advised: Visit Ukiah Task Force
Requested by: Visit Ukiah Task Force
Prepared by: Shannon Riley, Senior Management Analyst
Coordinated with: Visit Ukiah Task Force
Presenter: Shannon Riley, Senior Management Analyst
Attachment: 1. May 2016 Sunset Magazine ad

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

the visitor-generated taxable sales represent 10.4% of the total sales tax. (Dean Runyan Associates, *California Travel Impacts by County 1992-2015*.)

Discussion: Based on the prior successful marketing programs with Sunset, the Visit Ukiah staff and Task Force recommend entering into another contract spanning August 2016 through May 2017 in the amount of \$32,190. The proposed contract includes seven magazine ads and over \$18,000 worth of value-added bonuses. The magazine issues will be strategically selected to maximize community benefit by capitalizing on events and attractions that promote lodging stays.

At this time, Staff is recommending that the Council authorize the City Manager to negotiate and execute the August 2016-May 2017 partnership with Sunset Magazine. The proposed contract is consistent with prior contracts and with Visit Ukiah's mission statement and marketing plan. The Visit Ukiah program is paid for by Measure X funds (lodging bed tax).

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$35,365	N/A	75017110.52515	Yes ☐ No ☒	COU No. 1415-210

WHERE THE VINEYARDS MEET THE REDWOODS

UKIAH CALIFORNIA

Whether it's communion with **nature**, creative expression, or physical and spiritual **rejuvenation**, people who come to Ukiah are seeking an **escape** from the usual. Two hours north of the San Francisco Bay Area, Ukiah charms you with its rich **character**, vineyards and natural surroundings.

Named California's best small town and the sixth best in the entire country, Ukiah beckons you to explore all that the valley has to offer amidst their 300 days of annual sunshine.

Ukiah is the heart of the greenest wine region in America and is home to industry pioneers like the nation's first organic winery, the first carbon-neutral winery and renowned innovators in the microbrew industry.

Plan your visit around one of the many year-round **events** and farm-to-table dinners that celebrate the local bounties of organic food and wine, artisan olive oils and more. For rest and **relaxation**, there are hot springs and statuesque redwood groves, an international Buddhist monastery with its jeweled hall of 10,000 Buddhas, and highly acclaimed fine dining.

Experience nature you can touch, wines that will amaze, food that you'll remember. The hospitality is **genuine**, the pace **unhurried**. Ukiah is the place you didn't know you needed to visit, but will be glad you did.

For more information and a full calendar of events, see www.visitukiah.com or call the Ukiah Visitor Center at (707) 467-5766

VisitUkiah.com
UKIAH
Far Out. Nearby.™



ITEM NO.: 7e

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: NOTIFICATION OF SOFTWARE LICENSE RENEWAL FOR BOX, INC. IN THE AMOUNT OF \$23,400

Summary: Staff is notifying City Council of the software license renewal from Box, Inc. in the amount of \$23,400.

Background: In 2012, the City of Ukiah began using Box, Inc. for cloud based storage services. Box is a cloud based enterprise platform utilized by the City for the storage, sharing and managing of electronic data/information. Box has since become an important resource platform utilized for data storage, sharing, and management. Box provides the City with unlimited data storage capacity. Box also provides collaborative workflow benefits, as well as providing the ability to access all information from offsite and mobile sources. Box provides the ability for internal and external information storage, development and exchange for employees, vendors, and the public.

In addition, Box, Inc. is currently being fully utilized on the City of Ukiah website for information sharing including real time data updates. Furthermore, Box has completely replaced the File Transfer Protocol (FTP) site for the transfer and storage for large files to consultants, contractors (bid solicitations), and the public.

Discussion: Box is a cloud based storage system for electronic data that provides a method for storage without having to pay for and maintain the infrastructure, security and backup for such storage. Furthermore, the data exchange/sharing and workflow benefits have proven to be valuable tools for the City. Box remains the best suited enterprise option for the City at this time.

The renewal mirrors the renewal completed last year, which includes 65 users at \$360 per user, per year, for a total renewal amount of \$23,400. Funds are budgeted and available in the Information Technology software account 20922900.54320.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$23,400	IT Software	20922900.54320	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Receive notification of the purchase of the software license renewal from Box in the amount of \$23,400.

ALTERNATIVES: N/A

Citizens advised: N/A
Requested by: Sage Sangiacomo, City Manager
Prepared by: Mary Horger, Purchasing Supervisor
Coordinated with: Scott Shaver, I.T. Coordinator
Presenter: Scott Shaver, I.T. Coordinator
Attachment: N/A

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: _____

Sage Sangiacomo, City Manager



ITEM NO.: 11a

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: CONDUCT A PUBLIC HEARING TO CONSIDER AND APPROVE A RESOLUTION AUTHORIZING THE SUBMITTAL OF A 2016 STATE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION; AND APPROVAL OF CORRESPONDING BUDGET AMENDMENTS IF AWARDED THE GRANT

Summary: Council is asked to conduct a public hearing to consider and approve a resolution authorizing the submittal of a 2016 State Community Development Block Grant (CDBG) application for community and economic development activities in Ukiah.

Background and Description: The California Department of Housing and Community Development (HCD) released the 2016 CDBG Notice of Funding Availability (NOFA) on May 17, 2016. This is the fifth year of the CDBG "Super-NOFA" process that combines all CDBG eligible activities into one application. The City of Ukiah is eligible to apply for the 2016 funding round because more than 50% of the City's 2013 CDBG grant has been expended. 2016 CDBG applications are due to HCD July 27, 2016.

State CDBG Citizen Participation regulations require a design phase public hearing to initiate the annual CDBG funding cycle. The design phase public hearing was held June 6, 2016. Regulations also require a public hearing to approve the submittal of the application to HCD. That is the purpose of this public hearing.

Background on 2016 CDBG Super-NOFA

The 2016 Super-NOFA provides approximately \$27 million for funding year 2016, allocated as follows:

1. Economic Development (ED) Allocation - \$8.2 million for ED activities, split 70/30 between Enterprise Fund activities and Over-the-Counter (OTC) activities. OTC applications are for large-scale economic development projects and submitted in a separate process outside the Super-NOFA application.
2. Community Development (CD) Allocation - \$17 million for CD activities.
3. Colonia Allocation - \$1.4 million. Colonia are non-entitlement jurisdictions within 150 miles of the California-Mexico border. The City of Ukiah is not eligible for this allocation.

Continued on Page 2

RECOMMENDED ACTION(S):

1. Conduct a Public Hearing for approval of application submittal to the State Department of Housing and Community Development;
2. Approve a resolution authorizing the submittal of a 2016 State Community Development Block Grant Application and the City Manager to execute all related documents; and
3. Approve the corresponding budget amendments if the Grant is awarded.

ALTERNATIVES: Provide alternate direction to staff

Citizens advised: N/A

Requested by: N/A

Prepared by: Shannon Riley, Senior Management Analyst and Craig Schlatter, Community Development Coordinator

Coordinated with: Sage Sangiacomo, City Manager

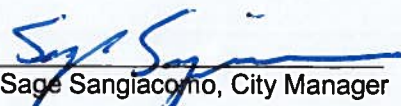
Presenters: Shannon Riley, Senior Management Analyst and Craig Schlatter, Community Development Coordinator

Attachments: 1. Resolution Approving the 2016 CDBG Application
2. City of Ukiah Relocation and Anti-Displacement Plan

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

4. Native American (NA) Allocation - \$400,000 for non-federally recognized tribes within non-entitlement areas of the State.
5. Planning and Technical Assistance (PTA) activities - \$1.2 million for both CD and ED PTA activities.

The City of Ukiah can apply for a limited number of activities in up to three allocations as set forth in the Super-NOFA, for a total application amount not to exceed \$2 million. All CDBG activities must meet one of three National Objectives, including 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums and blight; or 3) urgent need. The most commonly used National Objective is benefit to low- and moderate-income individuals and households (LMI). The LMI income limit is set annually by the U.S. Department of Housing and Urban Development as 80% or less of the Area Median Income by household size.

Local Application Process

The City of Ukiah contracts with the Community Development Commission of Mendocino County (CDC) to administer the CDBG Program for the City. To solicit public input and identify community and economic development priorities, the CDC has developed a local application process in cooperation with the City.

Local applications were due from community and economic development stakeholders by June 16, 2016. The CDC received two applications in response to this year's CDBG local application process—from West Company and North Coast Opportunities. An additional request came in from CDC after the deadline. The CDC also worked directly with City staff on two City priority programs and one supplemental activity. CDC staff then scored applications based on criteria in the Super-NOFA and made recommendations to City staff as to which projects were anticipated to be most competitive. Details are below.

Definitions: "Anticipated Score" is CDC's projected scoring for each activity based on the 2016 CDBG Super-NOFA scoring criteria. "CDC Analysis" was provided by Craig Schlatter at CDC and based on CDC's experience regarding activities HCD has awarded in the past, as well as direction provided in the 2016 CDBG Super-NOFA. "City Staff Recommendation to Council" is the decision made by Senior Management Analyst Shannon Riley on what activities staff recommends to Council.

1. Request from West Company for \$200,000 to fund Microenterprise Technical Assistance Program
 - Anticipated Score = 655 out of 1000
 - CDC Analysis: CDC recommends approval, provided that microenterprise technical assistance services will lead to a new small business start-up or small business retention project. The CDC also recommends a combo business assistance/microenterprise services program to maximize economic development activities in the City.
 - City Staff Recommendation to Council: Approve Application from West Company as Submitted.
2. City of Ukiah \$300,000 Business Assistance Program
 - Anticipated score = 670 out of 1000
 - CDC Analysis: CDC recommends approval. The CDC also recommends a combo business assistance/microenterprise services program to maximize economic development activities in the City.
 - City Staff Recommendation to Council: Approve Business Assistance/Microenterprise Combo Program for \$500,000.
 - The combo microenterprise/business assistance program has not been applied for by many jurisdictions in the last few years. It should have a good likelihood of being funded in 2016.

3. Request from North Coast Opportunities for \$109,068 Community Gardens Project
 - Anticipated score = 660 out of 1000
 - CDC Analysis:
 - Due to uncertainties about income qualification for beneficiaries, the CDC requested input from HCD staff and received the following response: "In general, public parks and gardens could be eligible as long as the project meets the Low/Mod Benefit National Objective. Sounds like the City would have a hard time documenting Low/Mod benefit." If the City cannot document that all community gardens' participants have incomes at or below 80% Area Median Income for their household size, the project is not an eligible CDBG activity.
 - Based on HCD input and the 2016 NOFA, this does not appear to be an eligible activity, and the CDC therefore cannot recommend it for funding.
 - City Staff Recommendation to Council: Do Not Approve.
4. City of Ukiah Housing Combo Program for \$1,000,0000, consisting of \$500,000 for Homeownership Assistance and \$500,000 for Single-Unit Residential Rehabilitation
 - Anticipated score = 782.5 out of 1000
 - CDC Analysis:
 - The City of Ukiah has had significant demand for Homeownership Assistance, also known as First Time Homebuyer, activities in past funding cycles. The program has been funded by a mixture of CDBG and Home Investment Partnership (HOME) grants for the last ten years. The program should score well this year.
 - The City of Ukiah's recently adopted Housing Element cited development of a residential rehabilitation program as one of its key goals. In addition, residential rehabilitation has been one of the most awarded CDBG activities.
 - Implementing a housing combo program allows flexibility to transfer funds between program activities and also creates and retains affordable housing opportunities for low- and moderate-income residents. CDC recommends the housing combo program.
 - City Staff Recommendation to Council: Approve City of Ukiah Housing Combo Program.
5. Request from CDC for \$150,000 to fund Coordinated Entry Homeless Services
 - Anticipated score = 900 out of 1000
 - CDC Analysis:
 - If awarded, CDC would issue a Request for Proposal (RFP) for a service provider to administer the coordinated entry homeless services.
 - Mendocino County is ranked #2 in the U.S. for number of homeless persons. If coordinated entry is not provided, an additional 140 families could lose housing.
 - This was the highest scoring program due to the severity of the issue and the ability of the program to address this issue.
 - City Staff Recommendation to Council: This item does not appear in the list of recommended activities for several reasons. The request did not include a formal application and was not received before the deadline. Additionally, this program is County-wide and has historically been funded through the County. Also, sources connected to this program have indicated that the County is highly likely to fund it again this year. At the writing of this report, Staff was unable to confirm that with the County.
6. City Staff also is recommending Council approve up to \$38,000 in CDBG program income as a supplemental activity. Supplemental activities are not scored as part of the 2016 CDBG application. It is estimated that approximately \$30,000 of the \$38,000 in the Supplemental Activity may be utilized to fund emergency homeless services.

Staff Recommendation to Council

The following is requested and included in the attached resolution (Attachment #1):

City of Ukiah Single-Unit Residential Housing Rehabilitation Program	\$ 390,854
Activity Delivery – Single-Unit Residential Housing Rehabilitation Program	\$ 74,262
General Administration – Single-Unit Residential Housing Rehabilitation Program	\$ 34,884
City of Ukiah Homeownership Assistance Program	\$ 430,663
Activity Delivery – Homeownership Assistance Program	\$ 34,453
General Administration – Homeownership Assistance Program	\$ 34,884
City of Ukiah Business Assistance Program	\$ 202,224
Activity Delivery – Business Assistance Program	\$ 30,334
General Administration – Business Assistance Program	\$ 17,442
City of Ukiah Microenterprise Program	\$ 232,558
General Administration – Microenterprise Program	\$ 17,442
Total Grant	\$1,500,000
Supplemental Activity – Public Services for Homeless Services funded by CDBG Program Income	\$ 38,000
Total Project Amount	\$1,538,000

None of the activities in the application are likely to result in displacement. However, the City of Ukiah's Residential Anti-Displacement and Relocation Assistance Plan is included as Attachment #2.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RESOLUTION NO. 2016-**RESOLUTION OF THE CITY OF UKIAH COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSES OF THIS GRANT FROM THE 2016 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, a Public Hearing was held pursuant to federal Citizen Participation requirements before the City Council on July 6, 2016, to receive public comment and consider an eligible application in response to the 2016 State CDBG Notice of Funding Availability (NOFA).

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

SECTION 1: The City Council has reviewed and hereby approves an application for up to \$1,500,000 for the following activities, to be implemented in City of Ukiah incorporated areas:

City of Ukiah Single-Unit Residential Housing Rehabilitation Program	\$ 390,854
Activity Delivery – Single-Unit Residential Housing Rehabilitation Program	\$ 74,262
General Administration – Single-Unit Residential Housing Rehabilitation Program	
	\$ 34,884
City of Ukiah Homeownership Assistance Program	\$ 430,663
Activity Delivery – Homeownership Assistance Program	\$ 34,453
General Administration – Homeownership Assistance Program	\$ 34,884
City of Ukiah Business Assistance Program	\$ 202,224
Activity Delivery – Business Assistance Program	\$ 30,334
General Administration – Business Assistance Program	\$ 17,442
City of Ukiah Microenterprise Program	\$ 232,558
General Administration – Microenterprise Program	\$ 17,442
Total Grant	\$1,500,000
Supplemental Activity – Public Services for Homeless Services funded by CDBG Program Income	\$ 38,000
Total Project Amount	\$1,538,000

SECTION 2: The City has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3: The City hereby authorizes and directs the City Manager, or designees, to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 4: The City hereby approves the following Supplemental activities, to be funded during the expenditure period of the grant:

Homeless Services Public Service Program

SECTION 5: If the application is approved, the City Manager or designee is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 6: If the application is approved, the City Manager or designee is authorized to sign Funds Requests and other required reporting forms.

The foregoing Resolution introduced by Councilmember _____, seconded by Councilmember _____, and carried this 6th day of July, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WHEREUPON, the Mayor declared said Resolution adopted and SO ORDERED.

Stephen G. Scalmanini, Mayor
City of Ukiah Council

ATTEST: KRISTINE R. LAWLER
City Clerk

APPROVED AS TO FORM:
David Rapport, Counsel

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

BY: KRISTINE R. LAWLER
City Clerk

CITY OF UKIAH RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The jurisdiction will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 470.606 (b) (1) and 24 CFR 92.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the jurisdiction will make public and submit to the Department the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The jurisdiction will provide relocation assistance to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

A. Steps to Minimize or Prevent Displacement

1. Use CDBG funds to provide seed money grants or loans, long-term mortgage loans at favorable rates, or capital grants to tenant groups of multi-family buildings to help them convert to cooperatives.

2. Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty building or groups or empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or building is begun.
3. Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.
4. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
5. Provide counseling via Government or non-profit organizations to assist homeowners and renters to understand the range of assistance that may be available to help them in staying in the area in the face of revitalization pressures.
6. Shift the concentrated demand generated by intense investment in one or two neighborhoods to other neighborhoods by: (a) targeting public improvements into several other neighborhoods with potential for revitalization; (b) conduction of advertising campaigns to attract interest in other neighborhoods.

B. Steps to Assist Displaced Persons to Remain in their Present Neighborhood

1. Provide lower-income housing in the neighborhood through HUD housing programs; purchase units as is; rehabilitate vacant units;
2. Give Priority in assisted housing units in the neighborhood to area residents facing displacement.
3. Target Section 8 existing program certificated to households being displaced, and recruit area landlords to participate in the program.
4. Provide counseling and referral services to assist displacees find alternate housing in the neighborhood.
5. Work with area landlords and real estate brokers to locate vacancies for household facing displacement.

C. Steps to Otherwise Mitigate Adverse Effects of Displacement

1. Use of public funds, such as CDBG funds, to pay moving costs and provide relocation payments, or require private developers to provide compensation to persons displaced by development activities.

2. Give displacees priority in obtaining subsidized housing units.
3. Provide counseling and referral services to assist displacees to locate elsewhere in the community or metropolitan area.

D. Additional Procedures for Acquisition of Single-Family Homes (HOME funds)

When the jurisdiction uses HOME funds to obtain a single-family home, or to provide financial assistance in such a transaction, the URA and its implementing regulations (49 CFR part 24) will be adhered to. Policies and Procedures described in HUD Handbook 1378, Chapters 1 through 6 and Chapter 8 will be implemented, and those specific to the HOME program described on pages 8-17 through 8-23, will be followed.

1. Unit occupied by home owner: The home owner will be notified in writing that the jurisdiction will not use its power of eminent domain to acquire the property. The homeowner will be informed in writing of the jurisdictions estimate of the fair market value to the property. These notices will be issued at the earliest possible date.

Unit occupied by tenant: The homeowner will receive the notifications stated above. In additions, the tenant will be issued a notice at the earliest possible date. The notice will include all information required under URA including a caution not to move prematurely, and information on relocation assistance. Information on comparable replacement units will be provided, as well as material on social services and housing programs. Upon moving, the tenants will be provided with moving expenses and rent differential, (per URA) where applicable. A notice informing tenants of the date they will be required to move will be issued.



ITEM NO.: 12a

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: ADOPT RESOLUTION TO RESCIND RESOLUTION 2014-31 TO TERMINATE MANDATORY WATER CONSERVATION AND CONTINUE VOLUNTARY WATER CONSERVATION PRACTICES

Summary: Council will consider adopting a resolution to terminate mandatory water conservation.

Background: On April 1, 2015, Governor Brown adopted an Executive Order that mandated a twenty-five percent water use reduction by users of urban water supplies across California. In May 2015, the State Water Board adopted an emergency regulation requiring an immediate twenty-five percent reduction in overall potable urban water use. The regulation used a sliding scale for setting conservation standards, so that communities that had already reduced their Residential Gallons Per Capita Day (R-GPCD) through past conservation had lower mandates than those that had not made such gains since the last major drought. Using this formula, the City of Ukiah was required to conserve twenty percent. In response to this mandate, Council adopted Resolution 2014-31 (Attachment 1) to enact mandatory conservation.

Discussion: On May 18th, 2016, the State Water Resources Control Board adopted a new statewide water conservation approach. The new system replaces the prior percentage-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act now to ensure at least a three year supply of water to their customers under drought conditions.

The new regulation, which will be in effect through January 2017, requires locally developed conservation standards based upon each agency's specific circumstances. These standards require local water agencies to ensure a three-year supply assuming three more dry years like the ones the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage. For example, if a water agency projects it would have a ten percent supply shortfall, their mandatory conservation standard would be ten percent.

The City has already performed this analysis as part of its recently adopted Urban Water Management Plan (UWMP). The City's three-year analysis is shown in Table 7-4 (Attachment 2;

Continued on Page 2

RECOMMENDED ACTION(S): Adopt a resolution to rescind resolution 2014-31 terminating mandatory water conservation and continue voluntary water conservation practices.

ALTERNATIVES: Do not adopt a resolution and provide direction to staff

Citizens advised: N/A
Requested by: Sean White, Water and Sewer Utilities Director
Prepared by: Sean White, Water and Sewer Utilities Director
Coordinated with: David Rapport, City Attorney
Presenters: Sean White, Water and Sewer Utilities Director and Jarod Thiele, Public Works Project Analyst
Attachments: 1. Resolution No. 2014-31; 2. Resolution rescinding Resolution 2014-31, with Exhibit A - Table 7-4.

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

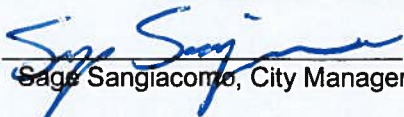
Approved: 
Sage Sangiacomo, City Manager

Exhibit A). Based on the analysis in Table 7-4 and current storage levels in Lake Mendocino, staff is recommending that the City terminate the current 20% conservation mandate and ask our customers to voluntarily conserve. In order to terminate mandatory conservation, Council must adopt a Resolution (Attachment 2) rescinding Resolution No. 2014-31.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RESOLUTION NO. 2014-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH DECLARING A STAGE I MANDATORY WATER CONSERVATION EMERGENCY

WHEREAS:

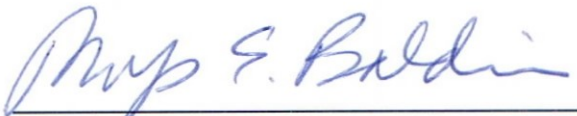
1. Under Water Code Section 350 and Ukiah City Code ("UCC") Section 3602, the City Council may declare by resolution a water shortage emergency whenever it appears that the City may not be able to supply the normal demands and requirements of water customers; and
2. The resolution shall declare the degree of emergency existing and shall place into effect the appropriate provisions of Division 4, Article 11 of the UCC ("Water Emergency Ordinance"); and
3. The extreme drought conditions currently in effect and the emergency regulations recently adopted by the State Water Resources Control Board (SWRCB) providing for emergency curtailment of water rights and mandatory water conservation measures require the declaration of a Stage I water shortage emergency under UCC Section 3603, as amended; and
4. The City is required to comply with the SWRCB emergency water conservation regulation by August 29, 2014;

NOW, THEREFORE, BASED ON THE FOREGOING FACTS, IT IS HEREBY RESOLVED:

1. Effective August 29, 2014, a Stage I water emergency is hereby declared by the City Council, which shall remain in effect until the Stage I emergency is terminated by City Council resolution.
2. The provisions of the Water Emergency Ordinance applicable in a Stage I water emergency are hereby placed into effect.
3. The City staff are directed to provide notice and public education concerning the requirements of a Stage I water emergency prior to August 29, 2014, and continuing thereafter.

PASSED AND ADOPTED this 6th day of August, 2014, by the following roll call vote:

AYES: Councilmembers Scalmanini, Crane, Thomas, and Mayor Baldwin.
NOES: None.
ABSENT: Vice Mayor Landis.
ABSTAIN: None


Philip E. Baldwin, Mayor

ATTESTED:


Kristine Lawler, City Clerk

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RESCINDING A STAGE I MANDATORY WATER CONSERVATION EMERGENCY, EFFECTIVE JULY 7, 2016

WHEREAS:

1. Under Water Code Section 350 and Ukiah City Code ("UCC") Section 3602, the City Council may declare by resolution a water shortage emergency whenever it appears that the City may not be able to supply the normal demands and requirements of water customers; and

2. The resolution shall declare the degree of emergency existing and shall place into effect the appropriate provisions of Division 4, Article 11 of the UCC ("Water Emergency Ordinance"); and

3. On August 6, 2014, in Resolution No. 2014-31, the City Council declared a Stage I water shortage emergency under UCC Section 3603, as amended, in response to the drought conditions then in effect; and

4. On April 1, 2015, Governor Brown issued an Executive Order and in May 2015 the State Water Resources Control Board ("Water Board") issued emergency regulations, which had the effect of requiring the City of Ukiah to reduce water use by 20% as compared to its use of water in 2013; and

5. On May 18, 2016, as a result of the winter rains in 2015-2016, the Water Board replaced its emergency regulation with regulations that require each urban water system to ensure at least a three year supply of water to its customers under drought conditions; and

6. The City's recently updated Urban Water Management Plan, in Table 7-4, attached hereto as Exhibit A, demonstrates that with current water storage levels in Lake Mendocino, and the City's other sources of water, it can supply adequate water under drought conditions during the next three years to meet its customers' normal water use without the restrictions imposed in a Stage I water emergency under the City's Water Emergency Ordinance; and

7. Voluntary conservation by customers of the City's water system is still encouraged and may extend the duration of future drought conditions during which the City will be able to provide an adequate supply of water to its customers;

NOW, THEREFORE, BASED ON THE FOREGOING FACTS, IT IS HEREBY RESOLVED that:

1. Effective July 7, 2016, the Stage I water emergency adopted by Resolution No. 2014-31 is hereby rescinded and shall be of no further effect.

2. The City's Director of Water and Sewer is hereby ordered and directed to provide the Water Board with the information necessary to establish that the City can ensure an adequate supply of water to its customers during three years of drought in compliance with the Water Board's regulations.

3. City staff is further directed to provide education and assistance to the City's water customers to encourage and facilitate voluntary water conservation practices.

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

AYES:

NOES:

PRESENT:

ABSTAIN:

Stephen G. Scalmanini, Mayor

ATTEST:

Kristine Lawler, City Clerk

Chapter 7

Water Supply Reliability Assessment



7.3.3 Multiple Dry Year

In Multiple Dry Years, although unlikely, the availability of the City's supplies could decrease by up to 50 percent and remain consistent for the duration of the Multiple Dry Year period. Therefore, the Multiple Dry Year availability is assumed to be:

- 1,014 AF of surface water from the City's Pre-1914 Appropriative Right
- 7,240 AF of surface water from the City's Water Right Permit 12952
- 1,850 AF of groundwater
- 400 AF of purchased project water from the Flood Control District

As shown in Table 7-4, even with the conservative assumption of 50 percent supply reduction, the City's Multiple Dry Year supplies greatly exceed projected demands.

Table 7-4. Retail: Multiple Dry Years Supply and Demand Comparison (DWR Table 7-4)

		2020	2025	2030	2035	2040 (Opt)
First year	Supply totals	10,846	10,846	10,846	10,846	10,846
	Demand totals	4,205	4,383	4,574	4,771	4,978
	Difference	6,641	6,463	6,272	6,075	5,868
Second year	Supply totals	10,846	10,846	10,846	10,846	10,846
	Demand totals	4,205	4,383	4,574	4,771	4,978
	Difference	6,641	6,463	6,272	6,075	5,868
Third year	Supply totals	10,846	10,846	10,846	10,846	10,846
	Demand totals	4,205	4,383	4,574	4,771	4,978
	Difference	6,641	6,463	6,272	6,075	5,868

NOTES: Volumes are in AF.

7.4 REGIONAL SUPPLY RELIABILITY

All water consumed by the City comes from local supply sources. No water is imported from other regions, nor does the City anticipate importing water from other regions throughout the UWMP planning period.



ITEM NO.: 12b

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE SONOMA COUNTY WATER AGENCY FOR A HIGH EFFICIENCY FIXTURE RETROFIT GRANT PROGRAM

Summary: The City Council will consider authorizing the City Manager to execute and negotiate an agreement with the Sonoma County Water Agency for a high efficiency fixture retrofit grant program.

Background: In 2014, the City in partnership with the Sonoma County Water Agency (SCWA) and other Upper Russian River Water Agencies applied for Proposition 84 grant funding to implement various water conservation programs. The City applied for \$7,500 in matching funds for implementation of a "Direct Install" Toilet Replacement Program.

Discussion: Unlike a typical rebate program, participants in a Direct Install Program do not have to purchase and install their own plumbing fixtures and apply for a rebate. Instead fixtures are supplied and installed by a licensed plumber who is then reimbursed by this program. Research has shown that programs like this are much more successful than a typical rebate program.

It is estimated that this program will be able to fund the replacement of high efficiency fixtures in approximately sixty (60) homes.

If approved, City residents can apply through the SCWA website at: <http://www.scwa.ca.gov/direct-install/>.

FISCAL IMPACT:				
Budgeted Amount in 16-17 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$25,000	N/A	82024410.52100	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Authorize the City Manager to negotiate and execute an agreement with the Sonoma County Water Agency for a high efficiency fixture retrofit grant program.

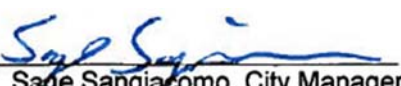
ALTERNATIVES: Do not approve and provide direction to staff.

Citizens advised: N/A
Requested by: Sean White, Director of Water and Sewer
Prepared by: Jarod Thiele, Public Works Project Analyst and Sean White, Director of Water and Sewer
Coordinated with: David Rapport, City Attorney and the Sonoma County Water Agency
Presenters: Sean White, Director of Water and Sewer and Jarod Thiele, Public Works Project Analyst
Attachment: 1. Agreement

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

Cooperative Agreement for Implementation of the Sonoma-Mendocino Immediate Drought Relief Project

This agreement ("Agreement") is by and between **Sonoma County Water Agency** ("Water Agency") and **City of Ukiah** ("City"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement.

RECITALS

- A. California is in the third year of a significant drought that has reduced water storage levels to unprecedented low levels and caused critical water shortages in some communities in Sonoma and Mendocino Counties. The proposed Sonoma-Mendocino Immediate Drought Relief Project (Project) offers immediate drought relief and long-term water savings. The Project will increase water use efficiency and increase drought resilience in the region for years to come and is in part a response to the Governor's emergency drought declaration that set a 20 percent water demand reduction goal. The Project will reduce demand for water from Lake Mendocino and from local groundwater supplies.
- B. The Project will launch a scalable water conservation program in areas affected by the drought that have not historically implemented water conservation programs by providing incentives directly to customers.
- C. On June 2, 2014, the Department of Water Resources released an expedited 2014 Integrated Regional Water Management Drought Grant Solicitation, seeking projects that would provide immediate measurable water savings. The Project was one of eleven projects submitted on July 21, 2014, to DWR by the North Coast Resource Partnership. If the Project is awarded Integrated Regional Water Management Drought Grant funds, the parties intend to amend this Agreement to reflect the amount of grant money awarded (anticipated to be \$15,750) and grant requirements.
- D. City desires Water Agency's assistance in developing and implementing the City water use efficiency Program as described in Exhibit A.
- E. The Project is designed to provide immediate, long-term water savings and allow the City to transition into an ongoing conservation program, eventually managed by the City.
- F. Water Agency and City do mutually desire to cooperate in the implementation of Project.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Project Summary
- b. Exhibit B: Insurance Requirements

3. **DEFINITIONS**

- 3.1. For the purposes of this Agreement the following terms and definitions shall be used:
- a. Contractor: Licensed contractor hired to perform contractor work.
 - b. Participant(s): City-approved water customer(s) who apply to participate in individual Programs as described in Exhibit A.
 - c. Programs: Components of the Project as identified in Exhibit A.
 - d. Project: Collectively, the water conservation Programs described in Exhibit A and related activities City and Water Agency have agreed to perform in cooperation. The Project offers immediate drought relief and long-term water savings which will increase water use efficiency throughout the Russian River Watershed.
 - e. Site: The location where Program(s) will be implemented.
 - f. Water Agency Representative: Water Agency staff assigned to perform Water Agency's responsibilities.
 - g. City Representative: City staff assigned to perform City's responsibilities.
 - h. Water Agency-run Program: Water conservation Programs described in Exhibit A and implemented for City by Water Agency.
 - i. City-run Program: Water conservation Programs described in Exhibit A and implemented by City.

4. **COORDINATION**

- 4.1. City shall coordinate work with Water Agency. Contact information:

Water Agency	City
Water Agency Representative: Carrie Pollard, or assigned personnel Phone: 707-547-1968 Email: Carrie.Pollard@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	City Representative: Jane A. Chambers, or assigned personnel Phone: 707-463-6213 Email: jchambers@cityofukiah.com 300 Seminary Avenue Ukiah, CA 95482
Remit invoices to: Susan Bookmyer Same address as above or email: susan.bookmyer@scwa.ca.gov Remit payments to: Jennifer Murray Same address as above or Email: Jennifer.Murray@scwa.ca.gov	Remit invoices or payments to: Jarod L. Thiele 300 Seminary Avenue Ukiah, CA 95482 jthiele@cityofukiah.com

5. CITY'S RESPONSIBILITIES

- 5.1. Administration: Administer City-run Programs as described in Exhibit A.
- 5.2. Applicant Review: Review the Water Agency-submitted list of applicants requesting to participate in Project to determine if applicant is a qualified Participant to participate in Project.
- 5.3. Communication: Provide regular communication monthly via email or phone with Water Agency Representative on budget tracking and other issues as required.
- 5.4. Monthly Status Reports: Provide Water Agency Representative with monthly status reports of City-run Programs in a form acceptable to Water Agency, including work progress, a complete cost accounting by Program with backup documentation, and electronic copies of marketing materials.
- 5.5. Insurance: With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).
- 5.6. Record Keeping: Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Water Agency at all reasonable times for inspection and analysis.
- 5.7. Payment: Make payment(s) to Water Agency as specified in Paragraph 6.7.

6. WATER AGENCY'S RESPONSIBILITIES

- 6.1. Administration: Administer Water Agency-run Programs as described in Exhibit A.
- 6.2. Coordination: Coordinate, document, and report on the Programs that Water Agency performs, including management, administration, budget, and follow-up of the Programs described in Exhibit A, and respond to incoming calls from City customers, as needed.
- 6.3. Collateral Materials: Design Project brochures, applications, and other outreach materials and provide electronic files to City.
- 6.4. Contract Administration: Administer contracts with Contractors hired by Water Agency.
- 6.5. Quarterly Reports: Prepare quarterly reports summarizing status of Programs completed by Water Agency and submit the report to City.

- 6.6. Record Keeping: Water Agency will maintain complete and accurate records of all Water Agency costs and transactions associated with performance of Water Agency's responsibilities under this Agreement in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to City at all reasonable times for inspection and analysis.
- 6.7. Insurance: With respect to performance of work under this Agreement, Water Agency shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).

7. FUNDING

- 7.1. Project Maximum Obligation: The amount of City's obligation under this agreement shall not exceed \$7,500.
- a. *Water Agency-run Programs*: Estimated amount for Water Agency-run Programs: \$7,500.
 - b. *City-run Programs*: Estimated amount for City-run Programs: \$0.
- 7.2. Payment to Water Agency:
- a. Amount: City shall pay Water Agency for services and materials incurred by Water Agency under this Agreement. Reimbursement amount shall be determined based on actual costs of expenses: applicable materials and services, including plumber services.
 - b. Invoices: Water Agency will invoice City monthly for reimbursement of expenses incurred by Water Agency for Project. Invoices submitted to City by Water Agency shall include a complete cost accounting by Program and be clearly marked with "Cooperative Agreement for Implementation of the Sonoma-Mendocino Immediate Drought Relief Project, Order No. 7811." Upon receipt, review, and approval of invoice, City shall pay Water Agency for costs as authorized herein and itemized in said invoice(s).
- 7.3. If costs run over the amount listed in paragraph 7.1 above for City-run Programs, City shall pay for services and materials incurred.

8. TERM OF AGREEMENT

- 8.1. This Agreement shall expire on December 31, 2015, unless terminated earlier in accordance with the provisions of Article 9 (Termination).

9. TERMINATION

- 9.1. This Agreement may be terminated by either party for any reason upon thirty calendar days' written notice. Water Agency's right to terminate may be exercised by Water Agency's General Manager. Water Agency shall be

reimbursed for all expenses incurred up to the date of termination, not to exceed \$7,500.

10. AUTHORITY TO AMEND AGREEMENT

- 10.1. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Notwithstanding this authority, neither Water Agency nor City is under any obligation to approve such amendments.

11. INDEMNIFICATION

- 11.1. Each party shall defend, indemnify, hold harmless, and release the other, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including the parties, to the extent that such actions, claims, damages, liabilities, or expenses arise out of the negligence or willful misconduct of the indemnifying party in connection with its performance under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12. MISCELLANEOUS PROVISIONS

- 12.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 12.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 12.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. City and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 12.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

- 12.5. *No Third-Party Beneficiaries:* Except as provided in Article 11 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 12.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in San Rafael, or in the forum nearest to the city of San Rafael, in the County of Marin.
- 12.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 12.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 12.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 12.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

City of Ukiah

By: _____
City Manager

Date: _____

Reviewed as to form:

By: _____
City Attorney

Sonoma County Water Agency

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board
of Directors Action on 8/19/14

Date: _____

Exhibit A

Project Summary

1. WATER AGENCY-RUN PROGRAMS

- 1.1. The High-Efficiency Fixture Direct Install Program: Water Agency will implement a direct installation program for retrofitting inefficient fixtures with new high-efficiency fixtures including toilets, urinals, showerheads, bathroom faucet aerators, and kitchen faucet aerators. Fixtures will be installed by professional plumbers contracted by Water Agency under separate contract. The Program will follow the guidelines below:
- a. Water Agency will offer a maximum of two high-efficiency toilets, toilet seats, wax rings, bolt kits, toilet recycling, and labor for installation per residential dwelling unit, and, if necessary, an angle stop with water supply line, flange or riser. During the installation appointment, the Water Agency-hired plumber will also check the showers, and bathroom and kitchen sinks and replace inefficient showerheads and aerators with water-efficient models. The Water Agency-hired plumber will also perform a leak check at the water meter. For commercial properties, existing urinals will be replaced with 0.125 gpf high-efficiency urinals.
 - b. Participant must receive water from and be in good standing with City.
 - c. For residential sites, building must be built before 1992 to be eligible for the fixture replacement.
 - d. Building must have at least one high-flush (3.5 gpf or more) toilet or (1.0 gpf or more) urinal.

2. CITY-RUN PROGRAMS

None.

Exhibit B

Insurance Requirements

City and Water Agency shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. *Required Evidence of Insurance*: Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- d. Each party's insurance and/or self-insurance program shall be endorsed to cover the other party as an additional insured for liability arising out of operations under this Agreement. This coverage shall apply be primary to, and non-contributory with, any insurance or self-insurance program maintained by the additional insured.
- e. The policy shall cover inter-insured suits between the parties and include a "separation of insureds" or "severability" clause which treats each insured separately.
- f. *Required Evidence of Insurance*:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned vehicles.
- c. *Required Evidence of Insurance*: Certificate of Insurance.

4. Documentation

- a. The Certificate of Insurance must include the following reference: TW # Sonoma-Mendocino Immediate Drought Relief Project.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Each party agrees to maintain current Evidence of Insurance on file with the other for the entire term of this agreement.

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Each party shall provide the other with immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

5. Policy Obligations

The indemnity and other obligations of the parties shall not be limited by the foregoing insurance requirements.



ITEM NO.: 12c

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE AND FILE THE JUNE 30, 2015, COMPREHENSIVE ANNUAL FINANCIAL REPORT AND AUTHORIZE THE MAYOR AND CITY MANAGER TO SIGN THE CONFIRMATION OF SERVICES LETTER FOR THE AUDIT OF THE JUNE 30, 2016, FINANCIAL STATEMENTS

Summary: The June 30, 2015, Comprehensive Annual Financial Report (CAFR) for the period of July 1, 2014, to June 30, 2015, has been completed as of June 7, 2016. The auditors, Van Lant & Fankhanel, are now starting the audit process for the FY 2015-16 ending June 30, 2016, and require an engagement letter to be signed by the Mayor and City Manager.

Background: Van Lant & Fankhanel, LLP were contracted last year for a five-year audit engagement. The June 30, 2016, audit engagement will be the second year under the contract.

Discussion: The June 30, 2015, CAFR (Attachment #1) was prepared in accordance with State law and generally accepted accounting principles (GAAP). These financial statements are presented in conformity with GAAP and audited in accordance with generally accepted auditing standards. Van Lant & Fankhanel have issued an unqualified audit opinion, which states that the City's financial statements for the fiscal year ended June 30, 2015, are presented fairly in conformity with GAAP. The independent auditor's report is located on page #1 of the CAFR.

The June 30, 2015, CAFR was the first year of the contract and typically requires more time by the staff and auditors to complete the needed schedules, work papers, and financial statements to be audited. In addition, it generally requires more time by the auditors to become familiar with the City organization and accounting policies and procedures. The extended delay in producing the audited financial statements for FY 2014-15 was also hampered with the ongoing finance workloads and impact of staff vacancies.

The CAFR includes the required and audited Management's Discussion and Analysis, the Basic Financial Statements, and Notes to the Financial Statements. In addition, there are other required and non-required supplementary information and statistical schedules. Also included in the document are compliance reports on internal control issues and the appropriations limit calculation.

Continued on Page 2

RECOMMENDED ACTION(S): Receive and file the June 30, 2015, Comprehensive Annual Financial Report and authorize the Mayor and City Manager to sign the confirmation of services letter for the audit of the June 30, 2016, financial statements.

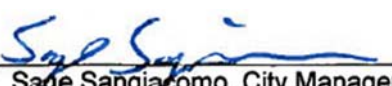
ALTERNATIVES: Do not accept offer and provide direction to staff.

Citizens advised: N/A
Requested by: David Spilman, Interim Finance Director
Prepared by: David Spilman, Interim Finance Director
Coordinated with: Sage Sangiacomo, City Manager
Presenter: David Spilman, Interim Finance Director
Attachments: 1. June 30, 2015, CAFR, Including Single Audit Report on Federal Award Programs
2. June 28, 2016, planning letter for the June 30, 2016 Audit
3. June 28, 2016, confirmation of services letter to be signed by City Manager and Mayor

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

The internal control letter is required to identify and discuss deficiencies in the accounting and financial functions that may lead to misstatements in the financial statements. The auditors identified four findings, one which is a material weakness, two are significant deficiencies and one is a compliance issue. Management has reviewed the findings and agrees with the auditors' recommendations in correcting the material weaknesses and significant deficiencies. Below is a summary of the findings and management response.

2015-1 – Accuracy and Timeliness of Accounting Records

Finding – "...the City's Finance staff performed significant analysis and reconciliations of various accounts in the City's general ledger...it became apparent certain accounts had not yet been thoroughly analyzed and reconciled to supporting records." "...adjusting journal entries were being made....as late as March 2016..."

Recommendation – "...accounts be analyzed...as appropriate..." "...a schedule of accounting functions to be performed [on a basis as appropriate] ..."

Response – City management agrees and takes full responsibility for this material weakness in the effectiveness of the City's internal control. The City expects to successfully remedy the internal control weakness with the addition of trained accounting and financial reporting personnel, skilled hands-on leadership in the Finance Department, and improved system functionality and controls. This includes timely balance sheet account analysis and reconciliations. The City's measures will ensure the noted weaknesses are corrected permanently.

2015-2 – Electric Revenue Bonds Rate Covenant

Finding – The Indenture of Trust for the Electric Revenue Refunding 1992 Bonds includes a requirement of maintaining Net Operating Revenues of at least 1.25 the annual debt payment. For FY 2014-15, the City did not meet the required ratio.

Recommendation – The City should throughout the fiscal year calculate and project the capacity to meet the rate covenant ratio.

Response – City management agrees and has put into place procedures to monitor and make appropriate transfers of funds to the Trustee to meet the rate covenants for the remaining two years of debt payments

2015-3 – Fraud Prevention and Detection Program

Finding – "...the City is responsible for designing and implementing systems and procedures for the prevention and detection of fraud..."

Recommendation – "While the City has taken steps to address the risk of fraud in certain areas, such as segregation of duties and other internal control, we recommend the City consider taking a more formal, proactive approach to fraud prevention and deterrence."

Response – City management agrees with the recommendation and will take proactive steps to formally identify risks of fraud and to implement and monitor any necessary preventive and deterrent measures to minimize fraud. The City's new Finance Director, who starts on July 25, 2016, is a Certified Public Accountant and is well experienced in effective administrative, accounting, and financial reporting procedures that can deter workplace fraud. Additionally, the new Finance Director will work with the City Manager and the Human Resources Department to establish an ongoing employee training program that will explicitly cover expectations of all employees regarding their duty to communicate actual or suspected fraud as well as information on how to communicate these matters to City management.

2015-4 Segregation of Duties

Finding – "...reviewed the process of collecting cash receipts at the Community Services Department...noted several weaknesses in the cash collection process." "...internal controls over the accounts payable and cash disbursements process, we found there is a lack of segregation of incompatible duties..."

Recommendation – "The City should evaluate the various functions....and determine what practical steps can be taken to segregate incompatible duties." "Cost versus benefit analysis should be considered throughout the risk assessment process."

Response – City management agrees and has taken appropriate measures to address the noted weaknesses in the Community Services' cash collection processes. In May 2016, the Community Services Department implemented RecDesk, a Web-based accounting and reporting system that manages online registrations for Community Services'

programs and issues appropriate receipts for registration payments. All receipts are forwarded to the Finance Department on a daily basis for deposit in the City's bank accounts and for appropriate coding in the City's general ledger.

City management agrees on the weakness in cash disbursements, although a clear segregation of primary accounts payable responsibilities (vendor file maintenance, payment check processing and distribution) is not entirely possible given the small size of the City staff. However, mitigating measures are being established to ensure all vendor payments are appropriately authorized and reviewed for correctness. Such measures will provide a sound level of internal control over the City's purchasing and cash disbursement processes.

The City management has already taken steps to address all of the above findings and recommendations.

The appropriation limit calculation review is required under the statewide agreed procedures in the implementation of Prop 4. The auditors found that the annual population adjustment factor was incorrect and resulted in a .068% lower appropriation limit for FY 2014-15. This will be corrected and has no impact or limit on the City's annual budget appropriations that are subject to the proceeds of taxes.

June 30, 2016 CAFR: The Fiscal Year 2015-16 will close as of June 30, 2016, and over the next three months, the Finance Department will be performing the formal year-end closing tasks and worksheets, and will provide Financial Reports to be audited by Van Lant & Fankhanel, LLP. This is the second year of a five-year engagement with this audit firm.

The year-end close and audit process involves coordination and planning in order to issue an audited Comprehensive Annual Financial Reports (CAFR) by December 2016. The Finance staff has begun the process of setting a schedule of tasks and due dates. The Van Lant & Fankhanel audit team is at the City the week of June 27th to perform preliminary fieldwork and review of documents, such as City Council minutes and available financial documents. They will also be doing some testing of procedures and internal controls. They will be back in late October to perform a more in depth review of the closed general ledger and worksheets to be able to assist in development of the Financial Statements and perform and provide an audit opinion. The workload for the Finance staff will require diligent effort to complete the CAFR by the end of December.

As part of the audit process, the auditors have provided a planning letter describing the scope of the audit (Attachment #2) and a confirmation of services letter to be signed by the City Manager and Mayor (Attachment #3). In addition, they are required to ask the City Council and management standard questions regarding issues with fraud and compliance with laws and regulations. This follows with the June 30, 2015, CAFR internal control finding on establishment of a fraud prevention and detection program, which management will be developing over the next few months.

Attachment #2 is a copy of the auditor's planning letter that further discusses responsibilities and issues relating to internal control and fraud. The audit standards require that the auditors ask the City Council about issues of fraud and compliance with laws, regulations, etc. Councilmembers should respond directly to the auditors, as noted in the letter, if they have any comments or concerns.

Attachment #3 is a copy of the confirmation of services letter for the June 30, 2016, Audit, which the auditors have requested be signed by the Mayor and City Manager. This describes the scope, obligations, and responsibilities of the auditors and City management in the audit process.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	COU No. 1415-197



Comprehensive Annual Financial Report

For the fiscal year ended June 30, 2015



City of Ukiah
***Comprehensive Annual
Financial Report for the
Fiscal Year Ended June 30, 2015***

Prepared by the Finance Department



**City of Ukiah
Comprehensive Annual Financial Report
Year Ended June 30, 2015**

TABLE OF CONTENTS

	PAGE
I. INTRODUCTORY SECTION	
Letter of Transmittal	i
City of Officials	iv
Organizational Chart	v
II. FINANCIAL SECTION	
Independent Auditor's Report	1
Management's Discussion & Analysis	4
Basic Financial Statements:	
Government-wide Financial Statements	
Statement of Net Position	17
Statement of Activities	18
Fund Financial Statements	
Balance Sheet - Governmental Funds	20
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of the Statement of Net Position	21
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	22
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	23
Statement of Net Position - Proprietary Funds - Internal Service	24
Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds	26
Statement of Cash Flows - Proprietary Funds	28
Statement of Fiduciary Net Position - Fiduciary Funds	30
Statement of Changes in Net Position - Fiduciary Funds	31
Notes to Financial Statements	32
Required Supplementary Information	
Schedule of Changes in the NPL and Related Ratios	72
Schedule of Contributions – Agent Multiple Employer Plans	73
Schedule of the City's Proportionate Share of the NPL – Cost Sharing Plans	74
Schedule of Plan Contributions – Cost Sharing Plans	75
Budgetary Comparison Schedules:	
General Fund	76
Notes to Required Supplementary Information	77
Supplementary Information	
Combining Balance Sheet - Nonmajor Governmental Funds	78
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Funds	85
Budgetary Comparison Schedules - Special Revenue Funds: Park Development	92

**City of Ukiah
Comprehensive Annual Financial Report
Year Ended June 30, 2015**

TABLE OF CONTENTS - Continued

PAGE

Anton Stadium	93
Skate Park	94
Museum Grants Prop 84	95
Asset Seizure	96
Supplemental Law Enforcement	97
Special Revenue	98
ARC General Operating	99
CDBG Grants	100
HOME Grants	101
SB 325 Reimbursement	102
Congestion Relief	103
Museum	104
Budgetary Comparison Schedules – Capital Projects Funds	
Equipment Reserve	105
Special Project Reserve	106
Capital Improvement	107
Combining Statement of Net Position – Non-major Enterprise Funds	108
Combining Statement of Revenues, Expenses and Changes in Net Position - Non-major Enterprise Funds	110
Combining Statement of Cash Flows – Non-major Enterprise Funds	112
Combining Statement of Net Position - Internal Service Funds	114
Combining Statement of Revenues, Expenses and Changes in Net Position - Internal Service Funds	116
Combining Statement of Cash Flows - Internal Service Funds	118
Combining Statement of Fiduciary Net Position – Fiduciary Funds	120
Combining Statement of Changes in Fiduciary Net Position – Private-purpose Trust Funds	122

III. STATISTICAL SECTION

FINANCIAL TRENDS INFORMATION

Net Position by Component – Table 1	125
Changes in Net Position – Table 2	126
Fund Balances of Governmental Funds – Table 3	128
Changes in Fund Balances of Governmental Funds – Table 4	129

REVENUE CAPACITY INFORMATION

Tax Revenues by Source, Governmental Funds – Table 5	130
Electric Utility Rates – Table 6	131
Wastewater Utility Rates – Table 7	132
Water Utility Rates – Table 8	133
Top Ten Electric Usage Customers – Table 9	134

**City of Ukiah
Comprehensive Annual Financial Report
Year Ended June 30, 2015**

TABLE OF CONTENTS - Continued

	PAGE
DEBT CAPACITY INFORMATION	
Ratio of Outstanding Debt by Type – Table 10	135
Ratio of General Bonded Outstanding Debt – Table 11	136
Computation of Direct and Overlapping Bonded Debt – Table 12	137
Legal Debt Margin Information – Table 13	138
Pledged Net Revenue Coverage – Table 14	139
DEMOGRAPHIC AND ECONOMIC INFORMATION	
Demographic and Economic Statistics – Table 15	140
Full-time Equivalent City Governmental Employees by Function – Table 16	141
OPERATING INFORMATION	
Operating Indicators – Table 17	142
Capital Asset Statistics – Table 18	143
IV. OTHER COMPLIANCE REPORTS	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements In Accordance with <i>Government Auditing Standards</i>	144
Independent Accountant's Report on Agreed-upon Procedures Applied to Appropriations Limit Worksheets	152

Introductory Section





June 7, 2016

Honorable Mayor, Members of the City Council, and Citizens of the City of Ukiah:

We are pleased to submit the City of Ukiah's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015. This report is prepared in accordance with State law and generally accepted accounting principles (GAAP). These financial statements are presented in conformity with GAAP and audited in accordance with generally accepted auditing standards.

Responsibility for the accuracy of the data and the fairness of presentation, including all footnotes and disclosures, rests with City management. We believe the data presented in this report is accurate in all material respects, and all statements and disclosure necessary for the reader to obtain a thorough understanding of the City's financial activities have been included. GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements.

Management of the City has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to produce reliable information for the preparation of the City's financial statements. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the City's financial statements are free of material misstatements. As management, we assert that, to the best of our knowledge, this financial report is complete and reliable in all material respects.

The firm of Van Lant & Fankhnel, LLP, Certified Public Accountants, has issued an unqualified opinion, which states that the City's financial statements for the fiscal year ended June 30, 2015, are presented fairly in conformity with GAAP. The independent auditor's report is located at the front of the financial section of this report.

Profile of the City and Operations

The City of Ukiah was incorporated in 1876. The City is located in Northern California, approximately 125 miles north of San Francisco on highway 101. The City occupies 4.7 square miles and is the County seat for Mendocino County. According to the 2010 census, Ukiah's population is 16,075.

Ukiah is a general law city under California state law and its rights, powers, privileged, authority, and functions are established through the State constitution. The City operates under a council-manager form of government. The five members of the Ukiah City Council are elected by voters to serve

overlapping four-year terms. The mayor is elected by, and from, the City Council for a one-year term. The Council appoints the City Manager who serves at their discretion. The City Council is a policy-setting body that is responsible for passing ordinances, adopting a City Budget, and appointing committees. The Council also serves as the governing board for the Successor Agency to the Ukiah Redevelopment Agency.

The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the daily operations of the City, and for appointing other employees and otherwise managing daily operations of the City.

The City provides a full range of municipal services including fire and police protection, construction and maintenance of City Streets, storm drains, bridges and similar infrastructure type assets; park maintenance, community recreation activities, museum, and community development. In terms of business-type activities, the City provides water, wastewater and electric services through the operations of its utility enterprises. In addition, the City operates an Airport, Conference Center, Golf Course and Parking District.

The City operates on a fiscal year basis, beginning July 1 and ending June 30. All financial activity is authorized by the City Council through an annually adopted City Budget and implemented by the City Manager through adopted financial policies and procedures.

The City's annual budget serves as the foundation for the City of Ukiah's financial planning and control systems. All departments of the City submit requests for appropriations to the City Manager in the spring of each year. The Manager uses these requests as a starting point for developing a proposed budget. The Manager presents a proposed budget to the City Council each year prior to the end of the current fiscal year. The Council holds public hearings on the proposed budget and then ultimately adopts a formal budget before the beginning of the new fiscal year. The City maintains comprehensive municipal accounting system and uses encumbrance accounting procedures to maintain budgetary control. Purchase orders, contracts, and other commitments for expenditure of monies are encumbered to reserve a portion of applicable budget appropriation. The total expenditures of each fund may not exceed the total fund appropriations and total expenditures for each department may not exceed departmental appropriations without City Council approval of a budget amendment. Encumbrances outstanding at year-end are reported as assigned fund balance. Unencumbered amounts lapse at year-end and may be appropriated as part of the following year's budget.

Local Economy and the Future

As the Mendocino County seat and the business/education/shopping hub for much of Mendocino, Lake, and Northern Sonoma Counties, Ukiah's weekday population swells from 16,075 to nearly 35,000.

Consequently, sales tax revenue is an important economic driver for the community. With a diverse and stable tax base the growth in this area is positive; Ukiah gained approximately 5% in FY 2014-15, nearly double the State-wide average. The City is well-poised for additional growth and expects to see major retail and business developments occurring within the next two years.

Tourism is an increasingly significant industry in Ukiah and is steadily growing. In fact, since 2010, the local TOT revenue is up 77%. These massive gains can be largely attributed to an active visitor attraction program, Visit Ukiah, and an increase in business travel. The impact on the General Fund is positive--for the City of Ukiah, TOT revenue is now surpassing \$1 million.

With a renewed focus on economic development and streamlining the development process, Ukiah's outlook is bright. City Staff is taking a balanced approach, ensuring that "quality of life" features like new parks, walking paths, and recreational programs are developed alongside new utility infrastructure, roads, housing, and commercial growth.

Over the course of the last seven years, the economic recession and loss of Redevelopment have had significant impacts on the City of Ukiah. New development at the Redwood Business Park and other areas of the City will increase the sales and property tax base and improve General Fund revenues.

The City is investing in utilities, traffic, undergrounding and other infrastructure improvements in the downtown and retail projects after years of preparatory work. City staff is working to facilitate that development with a proactive, community-minded approach. Much of the new development will be focused on the dedicated commercial hub at Redwood Business Park. There has been noted a significant increase in the development interest in properties along the other major gateways as well.

I would like to thank the Finance Department staff for their efforts in producing this report and maintaining the high standards of municipal finance accounting and reporting. I especially want to thank Leigh Halvorsen for her efforts during the absence of the Finance Director.

Respectfully submitted,



Sage Sangiacomo
City Manger

City Officials

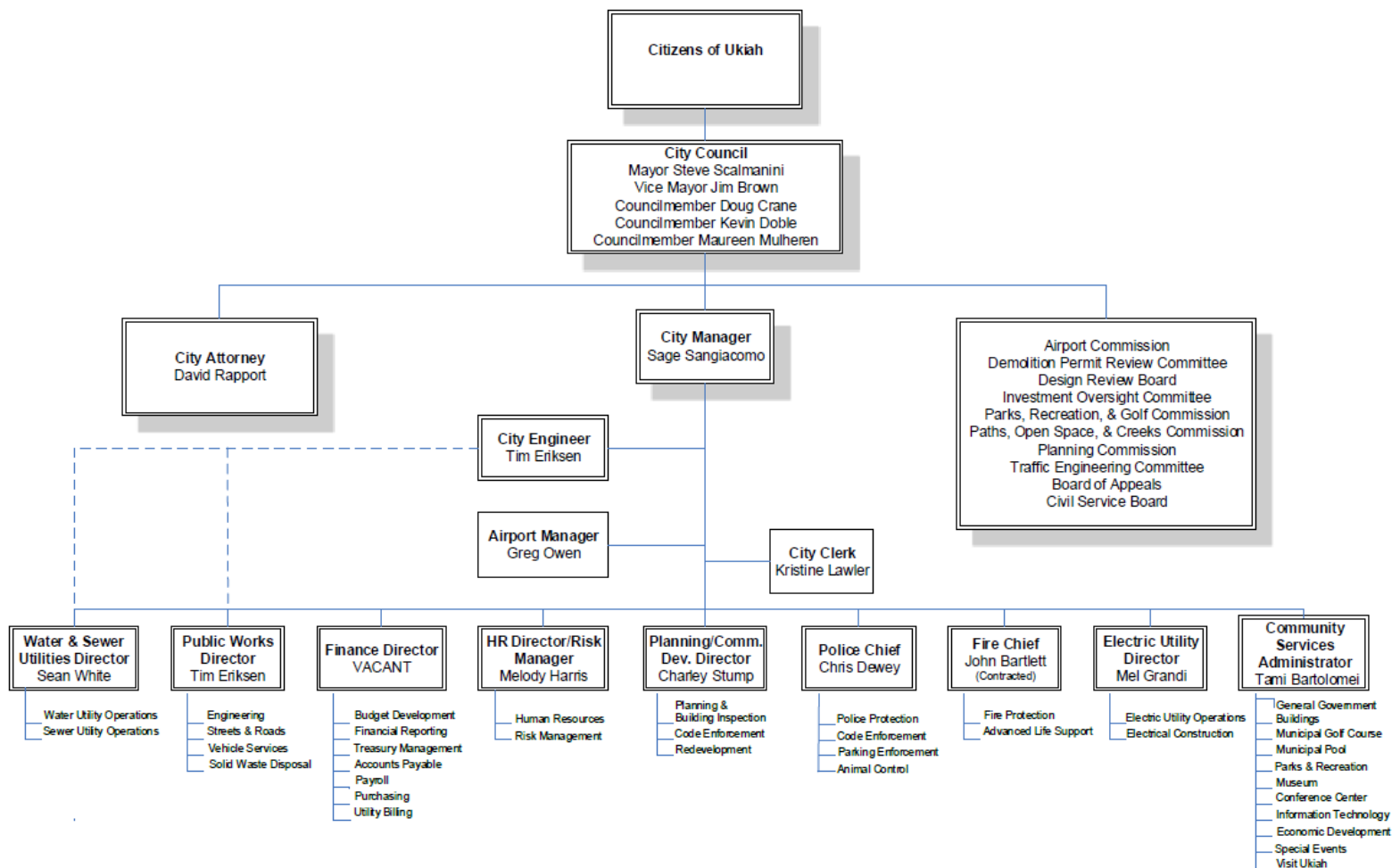
<i>Mayor</i>	<i>Stephen G. Scalmanini</i>
<i>Vice Mayor</i>	<i>Jim O. Brown</i>
<i>Councilmember</i>	<i>Kevin Doble</i>
<i>Councilmember</i>	<i>Maureen Mulheren</i>
<i>Councilmember</i>	<i>Douglas F. Crane</i>

<i>City Manager</i>	<i>Sage Sangiacomo</i>
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<i>Electric Director</i>	<i>Mel Grandi</i>
<i>Finance Director</i>	<i>(Vacant)</i>
<i>Human Resources Director</i>	<i>Melody Harris</i>
<i>Police Chief</i>	<i>Chris Dewey</i>
<i>Fire Chief</i>	<i>John Bartlett</i>
<i>Planning Director</i>	<i>Charley Stump</i>
<i>Public Works Director</i>	<i>Tim Eriksen</i>
<i>Water and Sewer Director</i>	<i>Sean White</i>
<i>City Attorney</i>	<i>David Rapport</i>
<i>City Clerk</i>	<i>Kristine Lawler</i>



Organization Chart



Financial Section

Independent Auditor's report, Management's discussion and analysis, basic financial statements and notes to the financial statements.



Independent Auditor's Report

The Honorable City Council
City of Ukiah, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ukiah (the "City"), as of and for the year ended June 30, 2015, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ukiah, as of June 30, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As described in Note 9 to the financial statements, in 2015, the City adopted new accounting guidance, *GASB Statement No. 68, Accounting and Financial Reporting for Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the schedules listed in the supplementary information section of the table of contents, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedules listed in the supplementary information section of the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules listed in the supplementary information section of the table of contents are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 7, 2016 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Van Lant & Fankhaenel, LLP

June 7, 2016

Management's Discussion and Analysis

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Ukiah (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2015. Please read it in conjunction with the accompanying basic financial statements.

This analysis is organized into sections, moving from highlights of FY 2014-15, through descriptions of the financial statements and analysis of the selected information. The final section discusses some of the City's financial processes and the upcoming budget outlook.

Note: Unless otherwise indicated, all amounts are *expressed in thousands of dollars*.

FINANCIAL HIGHLIGHTS

- The City's prior year net position was restated and decreased by 18% to \$102,727.
- The City's total net position decreased 21% to \$98,961 from \$125,642 a year ago or, as restated, a 4% decrease from \$102,727.
- Governmental activities net position ended the year at \$20,100 down 56% from \$45,271 in the prior year and the net position for Business Type activities was also down 2% to \$78,861 from \$80,371 in 2014.
- Total tax revenue, other governmental revenues and business activity revenues were less than expenses by \$3,746 or 7%.
- Total revenues from all sources were \$49,987, up 1% from \$49,255 in the prior year.
- The total cost of all activities was \$53,753, up 11% from \$48,407 in the prior year.
- General Fund expenditures exceeded revenues and other financing sources and uses by \$355 or 2%.

USING THIS ANNUAL REPORT

This annual report consists of five parts – management's discussion and analysis (this portion), the basic financial statements, the required supplemental information, an optional section that presents combining statements for non-major governmental funds and enterprise funds, and a statistical section. The basic financial statements include two kinds of statements that present different views of the City:

(1) The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's *overall* financial status. These include the Statement of Net Position and the Statement of Activities.

(2) The remaining statements are *fund financial statements* that focus on individual parts of the City government, reporting on the City's operations in more detail than the government-wide statements.

- The *governmental funds* statements tell how *general governmental* services like public safety were financed in the short-term as well as what remains for future spending.
- Proprietary fund statements offer short and long-term financial information about activities the government operates *like businesses*, such as the electric, water and wastewater funds business-type activities.

Figure A-1 summarizes the major features of the City's financial statements, including the portion of the City government they cover and the types of information they contain. The remainder of this overview section of Management's Discussion and Analysis explains the structure and contents of each of the statements.

Figure A-1

Major Features of City of Ukiah's Government-wide and Fund Financial Statements

	Government-wide Statements	Fund Statements	
		Governmental Funds	Proprietary Funds
Scope	Entire city government	The activities of the City that are not proprietary or fiduciary, such as police, fire, and parks	Activities the City operates similar to private businesses: such as electric, water, and wastewater systems.
Required financial statements	• Statement of net position • Statement of activities	• Balance sheet • Statement of revenues, expenditures, and changes in fund balances	• Statement of net position • Statement of revenues, expenses, and changes in net position • Statement of cash flows
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short-term and long-term
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during year, regardless of when cash is received or paid

Government-wide Statements

The government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes *all* the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide statements report the City's *net position* and how it has changed. Net position – the difference between the City's assets and liabilities – is one way to measure the City's financial health, or *position*. Over time, increases or decreases in the City's net position is an indicator of whether its financial health is improving or deteriorating, respectively.

MANAGEMENT'S DISCUSSION AND ANALYSIS

The government-wide financial statements of the City are divided into two categories:

Governmental activities – All of the City's basic services are considered to be governmental activities, including general government, community development, public safety, public works, and community services. Property taxes, sales taxes, vehicle license fees, ambulance fees, transient occupancy taxes, and franchise fees finance most of these activities.

Business-type (Proprietary) activities – The City charges fees to customers to cover all or most of the cost of the services provided. The City's utility services (water, wastewater and electric), airport, golf course, and conference center are reported in this category.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's most significant funds. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law.
- The City Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.
- The City has two kinds of funds:
 - *Governmental funds* – Most of the City's basic services are included in governmental funds, which focus on (1) *how cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed *short-term view* that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explains the relationship (or differences) between them.
 - *Proprietary funds* – Services for which the City charges customers a fee are generally reported in proprietary funds. Proprietary funds, like the government-wide statements, provide both long-and short-term financial information.
 - In fact, the City's enterprise funds (one type of proprietary fund) are the same as its business-type activities, but provide more detail and additional information, such as cash flows.
 - The City's internal service funds are another type of proprietary fund used to account for activities charged to other funds on a cost reimbursement basis.

FINANCIAL ANALYSIS OF GOVERNMENT WIDE STATEMENTS

The Summary of Net Position (Table 1) and Summary of Changes in Net Position (Table 2) present the City's governmental and business activities in total for the years ending June 30, 2015 and June 30, 2014.

The City accounts for general governmental functions such as police, fire, public works, development, and other community services in the General and Special Revenue funds categorized as Governmental Activities on Table 1. The

MANAGEMENT'S DISCUSSION AND ANALYSIS

City accounts for its utilities, including electric, water, wastewater and solid waste disposal as proprietary enterprise funds. The airport, parking district, golf course, conference center, street lighting system and internal service funds are also accounted for as enterprise funds. These funds are categorized as Business Type Activities on Table 1.

The City's combined net position for the fiscal year ended June 30, 2015 was \$98,961. The City's net position for Governmental activities decreased 56% from \$45,271 to \$20,100, before accounting for prior year restatement. Business-type activities' net position decreased 2% from \$80,371 to \$78,861. The Net Position's restricted amounts are restricted funding sources for specific purposes by various agreements or restricted uses of revenues. Unrestricted Governmental and Business-type net position included assets received for specific purposes and amounts accumulated for capital assets.

Table 1
Summary of Net Position
June 30, 2015 and 2014
(Full Accrual, in Thousands)

	Governmental Activities		Business Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Assets						
Current assets	19,330	20,023	53,276	44,772	72,606	64,795
Non current assets	35,282	34,225	135,176	134,819	170,458	169,044
Total Assets	54,612	54,248	188,452	179,591	243,064	233,839
Deferred outflows of resources	2,951	-	639	-	3,590	-
Liabilities						
Current liabilities	1,307	8,977	2,386	2,075	3,693	11,052
Non current liabilities	31,095	-	106,820	97,145	137,915	97,145
Total Liabilities	32,402	8,977	109,206	99,220	141,608	108,197
Deferred inflows of resources	5,061	-	1,024	-	6,085	-
Net Position						
Capital assets	27,625	27,139	50,088	46,694	77,713	73,833
Restricted						
Public Safety	704	334	-	-	704	334
Public Works	1,471	2,675	-	-	1,471	2,675
Housing & Community						
Development	10,678	2,938	-	-	10,678	2,938
Parks & Recreation	78	75	-	-	78	75
Debt Service	-	-	2,072	2,072	2,072	2,072
NCPA Projects	-	-	468	-	468	-
Unrestricted	(20,456)	12,110	26,233	31,605	5,777	43,715
Total Net Position	20,100	45,271	78,861	80,371	98,961	125,642

A restatement of the prior year net position was made in both the Governmental and Business-type activities to implement new accounting standards and restate assets and liabilities. This resulted in a net reduction of \$22,915 or 18% in the combined net position from \$125,642 to \$102,727. The restatement increase or (decrease) was for the implementation of Governmental Accounting Standards Board (GASB) Statement 68, *Accounting and Financial Reporting for Pensions* - (\$40,821), a restatement of long-term loans and land held for resale - \$7,086, the recording of reserve electric utility funds held by Northern California Power Agency (NCPA) - \$10,471, and a set-aside liability for unemployment claims - (\$349). The restatement is shown in Table 2 and detailed in the Notes to Financial Statements.

In Table 2, Governmental revenues increased by \$319 or 2% due to operating grants and other revenues. Expenses decreased by \$1,885 or 10% due to implementation of a cost allocation plan and the completion of projects. Business-type activities revenues increased by \$413 or 1%, and expenses increased by \$7,231 or 25% due primarily to accrual of the Landfill closure liability.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Table 2
Summary of Changes in Net Position
For the Fiscal Years Ended June 30, 2015 and 2014
(Full Accrual, in Thousands)

	Governmental Activities		Business Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Revenue						
Charges for Services	1,482	3,736	32,266	31,932	33,748	35,668
Operating Grants and Contributions	1,472	1,098	-	57	1,472	1,155
Capital Grants and Contributions	889	484	25	-	914	484
Taxes	12,833	10,261	15	-	12,848	10,261
From Other Agencies	-	1,237	-	-	-	1,237
Use of Money	337	94	449	356	786	450
Miscellaneous	216	-	3	-	219	-
Total Revenues	17,229	16,910	32,758	32,345	49,987	49,255
Expenses						
General Government	773	3,716	-	-	773	3,716
Public Safety	10,564	9,868	-	-	10,564	9,868
Public Works	2,848	2,290	-	-	2,848	2,290
Housing and Community Development	348	832	-	-	348	832
Parks & Recreation	2,829	2,541	-	-	2,829	2,541
Electric	-	-	16,140	14,555	16,140	14,555
Water	-	-	3,783	3,717	3,783	3,717
Wastewater	-	-	8,230	8,118	8,230	8,118
Solid Waste Disposal Site (Inactive)	-	-	5,951	573	5,951	573
Parking District	-	-	138	171	138	171
Street Lighting	-	-	258	217	258	217
Airport	-	-	1,466	1,338	1,466	1,338
Conference Center	-	-	377	342	377	342
Golf Course	-	-	48	129	48	129
Total Expenses	17,362	19,247	36,391	29,160	53,753	48,407
Change in Net Position before Transfers	(133)	(2,337)	(3,633)	3,185	(3,766)	848
Net Transfers	-	1,817	-	(1,817)	-	-
Change in Net Position	(133)	(520)	(3,633)	1,368	(3,766)	848
Net Position - Beginning of Year	45,271	45,791	80,371	79,003	125,642	124,794
Restatement of Net Position	(25,038)	-	2,123	-	(22,915)	-
Net Position - End of Year	20,100	45,271	78,861	80,371	98,961	125,642

Governmental Activities

Table 3 presents the cost of each of the City's major governmental programs for FY 2014-15 and FY 2013-14.

On a full accrual basis, including financing and capital costs as reported under GASB 34, the City's total cost of governmental activities decreased by 10%. The increases in Public Safety, Public Works and Parks & Recreation were offset by decreases in General Government and Housing and Community Development. Governmental expenses reflect a wide variety of projects and ongoing activities, many of which are supported in part by program fees or other funding sources.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Table 3
Cost of Governmental Activities
For the Fiscal Years Ended June 30, 2015 and 2014
(Full Accrual, in Thousands)

	2015	2014	Cost Change	Percentage Change
General Government	773	3,716	(2,943)	-79%
Public Safety	10,564	9,868	696	7%
Public Works	2,848	2,290	558	24%
Housing and Community Development	348	832	(484)	-58%
Parks & Recreation	2,829	2,541	288	11%
Total Governmental Activities	17,362	19,247	(1,885)	-10%

The City's PERS retirement benefits costs increased by \$404 from 2014 to 2015 (to \$3,446 from \$3,042).

General government services, functions that support Public Safety and all the other City services, include the City Council, City Clerk, City Treasurer, City Attorney and the City Manager's office as well as Finance, Administrative Services, and Human Resources. The decrease by \$2,943 is primarily due to implementation of the cost allocation of general government services to the other governmental City services and Business-type activities in the amount of \$2,521.

Public Safety is the largest component of governmental activities. The majority of public safety cost is for personnel. Police salaries, benefits and overtime increased by \$505. Public Works primarily consists of engineering, streets, and public rights of way maintenance.

Parks and Recreation activities include a wide range of services to the public. Principal activities include maintaining all City parks and other landscaped areas, managing a modern museum, providing a year-round calendar of youth and adult recreation programs, and operating a public swimming pool. The recreation programs are primarily self-funded through user fees and cooperative use agreements with the school systems.

Business Type Activities

Table 4 details the City's net position for business-type activities in continuing operations, which resulted in a \$1,701 increase in net position or 5% of total revenues (before revenue from the use of money and property and transfers to other funds), compared with a \$3,270 increase, or 10% in 2014. The Solid Waste Disposal Site was closed in 2001 and its current position is presented separately so as to not distort the results of continuing operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Table 4
Statement of Operating Income and Expenses - Business Type Funds
 For the Fiscal Years Ended June 30, 2015 and 2014
(Full Accrual, in Thousands)

	Operating Expenses		Operating Revenues		Net Increase (Decrease) From Operations		
	2015	2014	2015	2014	2015	2014	
Active Programs							
Electric	16,140	14,555	15,244	14,994	(896)	-6%	439 3%
Water	3,783	3,717	5,579	6,007	1,796	32%	2,290 38%
Wastewater	8,230	8,118	9,264	8,833	1,034	11%	715 8%
Parking District	138	171	91	116	(47)	-52%	(55) -47%
Street Lighting	258	217	186	191	(72)	-39%	(26) -14%
Airport	1,466	1,338	1,349	1,259	(117)	-9%	(79) -6%
Conference Center	377	342	342	298	(35)	-10%	(44) -15%
Golf Course	48	129	86	159	38	44%	30 19%
Total Business Type Funds	30,440	28,587	32,141	31,857	1,701	5%	3,270 10%
Closed Program							
Solid Waste Disposal Site (2001 Inactive)	5,951	573	126	132	(5,825)		(441)

The Electric Utility transferred \$1,043 to the General Fund as a franchise fee that would be charged to an outside provider. This amount is calculated at 7% of electric revenues. Electricity purchase costs decreased from \$8,466 last year to \$8,307 in FY 2014-15, while rates charged by the Utility were held constant. Purchase costs represented 53% of the Operating Expenses for FY 2014-15 down, from 61% in FY 2013-14.

Net water revenue continued to decrease and was down 22% from the prior year reflecting continued conservation efforts due to the drought and reduced water sales.

The non-major operations of Parking District, Street Lighting, Airport and Conference Center continue to be unable to fully fund operating expenses, after depreciation, in FY 2014-15. Management will continue its effort to improve marketing, restructure operations and reduce operating costs in relation to revenue.

The Solid Waste Disposal Site was closed in 2001 and State regulations require the site to be monitored for 30 years with funds set aside for closure expenses, post-closure expenses, and contingencies. The City is working with State regulatory agencies to complete the formal closure of the site and has increased the liability of the closure costs in FY 2014-15 to \$14,700 to include State required financial assurances.

FINANCIAL ANALYSIS OF THE FUND STATEMENTS

Governmental Funds

The total increase in governmental revenues was \$1,810 or 11% from \$15,898 to 17,708. This increase is primarily due to the change in the reporting of the Electric franchise fee of \$1,043 as franchise revenue in FY 2014-15, instead as a transfer in as reported in FY 2013-14.

The governmental expenses increased by \$246 or 1% from \$17,933 to \$18,179 due to a net change of a decrease in general government expenses allocated to business-type funds and increases in capital outlay and public safety costs. The net change in fund balances increased by \$299 from a negative \$201 in FY 2013-14 to a negative \$500 in FY 2014-15.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Table 5 summarizes the major revenue classifications used for taxes and other governmental revenues, expenditures, transfers, and changes in fund balances:

Table 5
Revenue, Expenditures and Fund Balance Summary - Governmental Funds
For the Fiscal Years Ended June 30, 2015 and 2014
(Full Accrual, in Thousands)

	General		Other Governmental Funds		Total Governmental Funds	
	2015	2014	2015	2014	2015	2014
Revenue						
Taxes	12,816	10,230	-	-	12,816	10,230
Licenses and Permits	186	284	-	9	186	293
Fines and Forfeitures	59	54	-	203	59	257
Interest, Rents and Concessions	219	183	113	158	332	341
Intergovernmental	183	1,253	2,866	2,017	3,049	3,270
Charges for Services	883	1,006	150	8	1,033	1,014
Miscellaneous	148	225	85	268	233	493
Total Revenues	14,494	13,235	3,214	2,663	17,708	15,898
Expenses						
Current:						
General Government	839	2,676	13	97	852	2,773
Public Safety	9,754	8,700	475	597	10,229	9,297
Public Works	2,011	1,141	327	471	2,338	1,612
Housing and Community Development	203	481	125	305	328	786
Parks & Recreation	1,982	1,907	711	398	2,693	2,305
Capital Outlay	311	263	1,428	897	1,739	1,160
Total Expenses	15,100	15,168	3,079	2,765	18,179	17,933
Excess (Deficiency) of Revenues over Expenditures	(606)	(1,933)	135	(102)	(471)	(2,035)
Other Financing Sources (Uses)						
Transfers In	712	1,715	637	362	1,349	2,077
Transfers Out	(461)	-	(917)	(243)	(1,378)	(243)
Total Other Financing Sources (Uses)	251	1,715	(280)	119	(29)	1,834
Net Change in Fund Balances	(355)	(218)	(145)	17	(500)	(201)
Fund Balances, Beginning of Year	5,056	5,274	10,153	10,137	15,209	15,411
Prior Period Adjustment	659	-	7,086	-	7,745	-
Fund Balances, End of Year	5,360	5,056	17,094	10,154	22,454	15,210

The \$2,586 increase in Taxes from \$10,230 to \$12,816 includes the change in franchise fees, as discussed above, and a change in reporting the Property Tax in Lieu of Vehicle License Fees of \$1,253 as property tax in FY 2014-15, instead as Intergovernmental revenues. This change was to better reflect implementation of State law that realigned property tax allocations to local agencies and the revenue based on City assessed valuation. With these changes, the overall tax revenues increased by 2% or \$290. The voter approved one-half percent sales tax went into effect in October 2005. In FY 2014-15, revenue from this tax increased by 2% to \$2,466 from \$2,424. There was an increase in property tax received of 2.5% from \$2,476 to \$2,539 reflecting continued economic improvement.

Other Governmental Funds Revenue, classified as intergovernmental, include many Federal, State or Special District grants which vary from year to year. In FY 2012-13, the intergovernmental revenues were \$1,719 which increased in FY 2013-14 to \$2,017 and increased again in FY 2014-15 to \$2,866. The largest grants were \$446 for the Museum Prop 84, \$310 for CDBG, \$312 for Home and \$712 for Special Revenues.

Current General Fund expenditures decreased less than 1% from \$15,168 to \$15,100. General Fund Capital Outlay increased from \$263 to \$311. Other Governmental Funds saw an 11% increase in expenditures, primarily in Parks and

MANAGEMENT'S DISCUSSION AND ANALYSIS

Recreation and Capital Outlay.

The net change in fund balance in the General Fund for FY 2014-15 was a decrease of \$355, as compared to a decrease of \$218 in FY 2013-14. There was a prior period adjustment to the General Fund balance to correct the balance of compensated absences. This had the effect increasing the fund balance to \$5,306, or a net increase of \$304 or 6%.

The net change in fund balances for the Other Governmental Funds was an increase of \$6,941 in FY 2014-15 to \$17,094. This increase was primarily due to a prior period adjustment which reclassified long-term receivables and land held for resale from deferred inflows to restricted fund balance.

GENERAL FUND BUDGETARY HIGHLIGHTS

Actual General Fund revenues exceeded the final budget by \$289, a variance of 2%. Total tax revenues were 2% over budget, primarily because transient occupancy taxes were over budget by \$248 or 30%. As noted above, there was a reclassification in reporting of motor vehicle in-lieu revenues from intergovernmental to taxes which distorted the comparison to the final budget amounts.

Total General Fund expenditures finished the year under budget by \$275 or 2%, with Public Safety, Housing and Community Development, and Parks and Recreation offsetting increases in General Government, Public Works and Capital Outlay.

Table 6
Revenue, Expenditures and Changes in Fund Balance Summary - Budget to Actual - General Fund
For the Fiscal Year Ended June 30, 2015
(Full Accrual, in Thousands)

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
Revenue			
Taxes	11,318	12,816	1,498
Licenses and Permits	268	186	(82)
Fines and Forfeitures	65	59	(6)
Interest, Rents and Concessions	159	219	60
Intergovernmental	1,349	183	(1,166)
Charges for Services	980	883	(97)
Miscellaneous	67	148	81
Total Revenues	14,206	14,494	288
Expenses			
Current:			
General Government	1,316	839	(477)
Public Safety	9,410	9,754	344
Public Works	2,157	2,011	(146)
Housing and Community Development	164	203	39
Parks & Recreation	1,954	1,982	28
Capital Outlay	374	311	(63)
Total Expenses	15,375	15,100	(275)
Excess (Deficiency) of Revenues over Expenditures	(1,169)	(606)	563
Other Financing Sources (Uses)			
Transfers In	272	712	440
Transfers Out	-	(461)	(461)
Total Other Financing Sources (Uses)	272	251	(21)
Net Change in Fund Balances	(896)	(355)	541
Fund Balances, Beginning of Year	5,056	5,056	(0)
Prior Period Adjustment	-	659	659
Fund Balances, End of Year	4,160	5,360	1,200

MANAGEMENT'S DISCUSSION AND ANALYSIS

CASH MANAGEMENT

The City contracts with Public Financial Management, Inc. (PFM), a specialist in municipal cash management, to direct its investments and maintain flexibility by utilizing a pooled cash system. Under the pooled cash concept, the City invests the cash of all funds to ensure maturities coincide with cash needs. Cash is invested in eligible securities, as constrained by law and further limited by the City's investment policy. The goals of the City's investment policy are safety, liquidity, and yield. The City Council has appointed an Investment Oversight Committee, chaired by the elected City Treasurer, to direct and monitor the activities of PFM.

CAPITAL ASSETS

The capital assets of the City are those assets that are used in the performance of City functions include equipment, buildings, land, park facilities, and roads.

Table 7
Capital Assets (Net of Depreciation)
June 30, 2015 and 2014
(Full Accrual, in Thousands)

	Governmental Activities		Business Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Land	495	495	5,234	4,674	5,729	5,169
Land improvements	4,345	3,137	587	625	4,932	3,762
Buildings and improvements	3,665	3,816	32,098	32,506	35,763	36,322
Equipment, vehicles and machinery	1,958	2,115	3,724	3,591	5,682	5,706
Infrastructure	14,217	14,786	88,741	90,125	102,958	104,911
Construction in progress	2,945	2,790	3,459	3,255	6,404	6,045
					-	-
Total	27,625	27,139	133,843	134,776	161,468	161,915

As shown on Table 7, at June 30, 2015, the value of capital assets of the governmental activities, net of accumulated depreciation, totaled \$27,625 and the value of capital assets of the business-type activities, net of accumulated depreciation, totaled \$133,843. Depreciation on capital assets is recognized in the Government-Wide financial statements but not in the Fund financial statements. Additional information regarding the City's capital assets can be found in the Notes to the Financial Statements.

CURRENT LIABILITIES AND LONG-TERM LIABILITIES AND DEBT

City liabilities and debt obligations are segregated between current, which is generally due in one year, and long-term which are generally due in annual payments spread over a number of years and governed by specific agreements. Future taxes, service charges and other revenues are projected over the years to fund long-term liabilities.

Current liabilities are \$1,307 for general governmental and \$ 2,386 for business-type activities, which total \$ 3,693 and are \$7,359 less than the prior year. This significant decline is primarily due to a prior period adjustment to reclassify unearned revenues from current liabilities to restricted fund balance. See Table 1 above for more information.

The City has long-term governmental liabilities totaling \$31,095 and long-term business-type liabilities of \$106,819 for a total of \$137,914, which is an increase of \$40,768 from the prior year. This increase is primarily due to changes in accounting requirements to record and report compensated absences and pension liabilities of the City. These liabilities were previously required to be mentioned in the Notes to the Financial Statements. This change in reporting has increased the City's ratio of total liabilities-to-net-position to 144%, from 86% in FY2013-14.

MANAGEMENT'S DISCUSSION AND ANALYSIS

In Table 8 below, the primary outstanding long-term liabilities are pension's payable and one-time outstanding debt issues. Also, as noted above, the Landfill Closure and Post-Closure liabilities were increased by \$5,637 to \$14,700 to reflect the obligations of the City to the State for formally closing the inactive landfill and for thirty years of post-closure monitoring and maintenance. As of June 30, 2015, \$8,538 has been designated for the landfill closure and post-closure.

Table 8
Outstanding Long-Term Liabilities and Debt (net of debt discounts/premiums)
June 30, 2015 and 2014
(Full Accrual, in Thousands)

	Governmental Activities		Business Type Activities		Total	
	2015	2014	2015	2014	2015	2014
Liabilities						
Compensated Absences	807		322		1,129	-
Net Pension Liability	30,288	-	8,042	-	38,330	-
Total Liabilities	31,095	-	8,364	-	39,459	-
Debt						
Electric Revenue Bonds			5,399	6,981	5,399	6,981
Installment Agreements:						
Water treatment Plant			11,928	12,282	11,928	12,282
Wastewater Treatment Plant			64,898	66,749	64,898	66,749
State Loans:						
SWRCB Water Treatment			1,117	1,255	1,117	1,255
SWRCB Wastewater Treatment			413	815	413	815
Landfill Closure and Post-Closure			14,700	9,063	14,700	9,063
Total Debt	-	-	98,455	97,145	98,455	97,145
Total Long-Term Liabilities and Debt	31,095	-	106,819	97,145	137,914	97,145

Additional information regarding the City's outstanding liabilities and debt can be found in the Notes to the Financial Statements.

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

The FY 2015-16 Adopted Budget reflects a conservative projection of revenues and expenses based on slow and steady economic growth in the city and region. Included in the budget is further realignment of central government services with the implementation of an updated cost allocation plan encompassing the General Fund, enterprise funds and other funds to better reflect the costs of all funds.

The City's projected economic growth in new development, housing and private economic activity is limited as the City and region continue to recover from the recession. The costs of government services continues to increase with low inflation, changes in labor contracts, unfunded pension liabilities, and equipment and infrastructure replacement needs.

Governmental Funds

The City's General Fund Budget for FY 2015-16 of \$17,071, shows an increase expenditures and transfers out of \$1,509 over FY 2014-15 actuals. Budgeted revenues and transfers of \$17,526 show an increase of \$2,156 over FY 2014-15 actuals from Table 5 above. The net change in fund balance at June 30, 2016 is projected to increase by \$455.

Budgeted combined Public Safety and General Fund revenues for FY 2015-16 are \$592 above the actual revenues for FY 2014-15. Budgeted expenditures are \$1,561 over FY 2014-15 actual expenditures. These amounts include the revenue and expenditures related to the Measure "P" Sales Taxes which are restricted for public safety activities

MANAGEMENT'S DISCUSSION AND ANALYSIS

(Measure “P” was voted in November 2014 to extend the 2005 Measure “S” until repealed by a vote) .

Based on the analysis of the City’s sales tax consultants, the adopted FY 2015-16 budget contains a projected sales tax increase of \$474 over FY 2014-15 actual sales taxes. The Measure “P” Sales Tax revenues for FY 2015-16 are projected to be \$2,507. Total budgeted Public Safety (Police and Fire) expenditures are \$9,712. The General Fund provides the additional funding necessary for the expenditures in excess of the revenue received from Measure “P” and grant funds.

Business Type Funds - Enterprise Funds

Electric Utility expenses are projected to increase over the next year by \$503. Replacement of defective distribution poles began in FY2011-12 and will continue on an annual basis. Another significant project will be the undergrounding of the system in certain areas of the City.

A new five-year water operations rate study will be completed in FY 2015-16.

A five-year rate wastewater operations study will be started in FY 2015-16. In addition, a new recycled water enterprise to dispose of the wastewater effluent will be created.

The City will continue to implement the requirements of the State in the formal closing of the inactive solid waste landfill. In 2011, new contracts for curbside collection and for transfer station operations were completed. These contracts established new methods for revising fees based on a combination of the diesel fuel index, the consumer price index, fees and charges levied by other governments, and changes in the landfill charges for waste that is not recycled. These contracts extend for fifteen years and provide an option for an additional five years under certain conditions. The contracts will provide funding for the post-closure maintenance and monitoring of the closed landfill.

Other Information

A proposed Costco store in the City’s Airport Business Park is on hold with an appeal filed by the City in the court ruling challenging the Costco Environmental Impact Report (EIR). The Costco EIR was published in early 2013 and certified in January 2014. The lawsuit was filed in February 2014.

In September 2013, the City implemented salary reductions of 5% for most labor units as a means of reducing expenditures. The reductions are in effect for a period of two years and adjustments will be negotiated in FY 2015-16.

A lawsuit was filed by the Ukiah Valley Sanitation District (District) on October 18, 2013 seeking more than \$28 million in restitution for alleged overcharging for services provided by the City pursuant to a series of agreements beginning in 1967. The City contests the allegations and is in mediation with the District.

The City has entered into an interim agreement with the Ukiah Valley Fire District as of January 1, 2014 to provide firefighting, emergency medical response and hazardous material response services within the corporate limits of the City. Additional details of the agreement are included in the Notes to the Financial Statements.

The City will adopt a broad based five year capital improvement plan in FY 2016-17 covering the utilities, other enterprise operations and other municipal facilities and equipment.

In FY 2015-16, the City will continue to implement a comprehensive cost allocation plan and will expand the use of internal service funds to more fairly and equitably allocate these types of support services costs to the line departments.

SUMMARY

As the County seat for Mendocino County, the City grew to provide a wide array of services and public facilities for the benefit of its residents, its commercial and industrial businesses, and visitors. The general tax revenue base is limited in growth and will continue to be enhanced by fees for services, grants, donations and other revenues. Over the years, the City has set up reserves to address operational shortfalls, replacement of equipment and infrastructure and address other ongoing liabilities. During the last several years, the City's enterprise funds have been reviewed for financial sustainability with studies to update rates charged for services and facility studies to update infrastructure and equipment needs in the future.

Over the course of the last seven years, the economic recession and loss of Redevelopment funding have had significant impacts on the City of Ukiah. New development at the Redwood Business Park and other areas of the City will increase the sales and property tax base and improve General Fund revenues.

The City is investing in utilities, traffic, undergrounding and other infrastructure improvements in the downtown and retail projects after years of preparatory work. City staff is working to facilitate that development with a proactive, community-minded approach. Much of the new development will be focused on the dedicated commercial hub at Redwood Business Park. There has been a significant increase in development interest in properties along the other major gateways as well.

Tourism is also becoming an increasingly important industry for the City and surrounding region. Promotional efforts of "Visit Ukiah" have helped to produce a 52% increase in transient occupancy tax over the last five years, outpacing the rest of the County, which has only seen a 3% increase in the same period. The first four months of 2015 have shown an additional 15% increase, demonstrating that Ukiah's tourism industry and associated job creation are growing.

REQUESTS FOR INFORMATION

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City's Finance Director at (707) 463-6220, Finance Department, City of Ukiah, 300 Seminary Ave, Ukiah, California 95482 or online at <http://www.cityofukiah.com>.

Basic Financial Statements

City of Ukiah
Statement of Net Position
June 30, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and Investments	\$ 12,941,583	\$ 41,715,007	\$ 54,656,590
Cash and Investments with Fiscal Agents	2,745,407	2,072,232	4,817,639
Receivables:			
Accounts	245,392	4,568,933	4,814,325
Taxes	1,230,266	-	1,230,266
Notes	5,221,608	42,500	5,264,108
Interest	47,203	86,451	133,654
Intergovernmental Receivables	389,179	-	389,179
Loans to Employees	1,385	-	1,385
Investment in NCPA Reserves	-	6,532,349	6,532,349
Internal Balances	1,703,287	(1,703,287)	-
Prepays	25,748	-	25,748
Refundable Deposits	-	4,530	4,530
Land Held for Resale	2,435,114	-	2,435,114
Inventory	760	1,290,202	1,290,962
Capital Assets, Not Being Depreciated	3,440,275	8,692,945	12,133,220
Capital Assets, Depreciated, Net	24,184,538	125,149,892	149,334,430
Total Assets	<u>54,611,745</u>	<u>188,451,754</u>	<u>243,063,499</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Related Items	<u>2,951,157</u>	<u>639,297</u>	<u>3,590,454</u>
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Liabilities	1,306,811	919,979	2,226,790
Interest Payable	-	1,193,432	1,193,432
Deposits Payable	-	273,065	273,065
Noncurrent Liabilities:			
Due within One Year	125,000	4,556,266	4,681,266
Due in More Than One Year	30,969,833	102,263,180	133,233,013
Total Liabilities	<u>32,401,644</u>	<u>109,205,922</u>	<u>141,607,566</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Pension Related Items	<u>5,061,504</u>	<u>1,023,581</u>	<u>6,085,085</u>
NET POSITION			
Net Investment in Capital Assets	27,624,813	50,088,246	77,713,059
Restricted for:			
Public Safety	704,132	-	704,132
Public Works	1,471,050	-	1,471,050
Housing and Community Development	10,678,236	-	10,678,236
Parks and Recreation	77,648	-	77,648
Debt Service	-	2,072,225	2,072,225
NCPA Projects	-	467,663	467,663
Unrestricted	(20,456,125)	26,233,414	5,777,289
Total Net Position	<u>\$ 20,099,754</u>	<u>\$ 78,861,548</u>	<u>\$ 98,961,302</u>

The accompanying notes are an integral part of this statement.

City of Ukiah
Statement of Activities
Year Ended June 30, 2015

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities:				
General Government	\$ 772,772	\$ 288,049	\$ -	\$ -
Public Safety	10,563,479	221,156	551,384	-
Public Works	2,847,800	215,615	101,702	889,024
Housing and Community Development	348,477	-	530,918	-
Parks and Recreation	2,829,367	756,906	287,795	-
Total Governmental Activities	17,361,895	1,481,726	1,471,799	889,024
Business-type Activities:				
Electric	16,140,229	15,243,471	-	-
Water	3,783,257	5,579,127	-	-
Wastewater	8,229,553	9,264,399	-	-
Disposal Site	5,950,554	125,963	-	-
Parking	138,317	91,444	-	-
Street Lighting	257,707	185,679	-	-
Airport	1,466,116	1,348,687	-	25,175
Conference Center	377,493	342,388	-	-
Golf Course	47,707	85,621	-	-
Total Business-type Activities	36,390,933	32,266,779	-	25,175
Total Primary Government	\$ 53,752,828	\$ 33,748,505	\$ 1,471,799	\$ 914,199

General Revenues:

Taxes:

Property Taxes

Sales Taxes

Transient Occupancy Tax

Business License and Transfer Taxes

Franchise Taxes

Gain on Sale of Property

Interest, Rents and Concessions

Miscellaneous Revenues

Transfers In (Out)

Total General Revenues and Transfers

Change in Net Position

Net Position - Beginning of Year

Restatement of Net Position

Net Position - End of Year

The accompanying notes are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position

<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
\$ (484,723)	\$ -	\$ (484,723)
(9,790,939)	-	(9,790,939)
(1,641,459)	-	(1,641,459)
182,441	-	182,441
<u>(1,784,666)</u>	<u>-</u>	<u>(1,784,666)</u>
<u>(13,519,346)</u>	<u>-</u>	<u>(13,519,346)</u>
-	(896,758)	(896,758)
-	1,795,870	1,795,870
-	1,034,846	1,034,846
-	(5,824,591)	(5,824,591)
-	(46,873)	(46,873)
-	(72,028)	(72,028)
-	(92,254)	(92,254)
-	(35,105)	(35,105)
-	37,914	37,914
<u>-</u>	<u>(4,098,979)</u>	<u>(4,098,979)</u>
<u>(13,519,346)</u>	<u>(4,098,979)</u>	<u>(17,618,325)</u>
3,729,370	14,888	3,744,258
5,976,938	-	5,976,938
1,061,823	-	1,061,823
421,777	-	421,777
1,643,559	-	1,643,559
-	3,307	3,307
336,581	448,734	785,315
216,474	-	216,474
<u>-</u>	<u>-</u>	<u>-</u>
<u>13,386,522</u>	<u>466,929</u>	<u>13,853,451</u>
(132,824)	(3,632,050)	(3,764,874)
45,270,767	80,370,707	125,641,474
<u>(25,038,189)</u>	<u>2,122,891</u>	<u>(22,915,298)</u>
<u>\$ 20,099,754</u>	<u>\$ 78,861,548</u>	<u>\$ 98,961,302</u>

City of Ukiah
Balance Sheet
Governmental Funds
June 30, 2015

	General	Non-major Governmental Funds	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 3,677,677	\$ 7,064,609	\$ 10,742,286
Cash and Investments with Fiscal Agents	-	2,745,407	2,745,407
Taxes Receivable	1,230,266	-	1,230,266
Accounts Receivable	191,543	37,532	229,075
Interest Receivable	47,203	-	47,203
Intergovernmental Receivables	24,718	364,461	389,179
Prepaid Expenditures	25,748	-	25,748
Loans to Employees	1,385	-	1,385
Due from Other Funds	359,286	-	359,286
Long-term Notes Receivable	-	5,221,608	5,221,608
Advances to Other Funds	618,595	-	618,595
Land Held for Resale	-	2,435,114	2,435,114
Total Assets	<u>\$ 6,176,421</u>	<u>\$ 17,868,731</u>	<u>\$ 24,045,152</u>
LIABILITIES			
Accounts Payable	\$ 433,374	\$ 445,733	\$ 879,107
Accrued Salaries and Benefits	299,038	8,847	307,885
Due to Other Funds	-	56,797	56,797
Advances from Other Funds	-	148,000	148,000
Total Liabilities	<u>732,412</u>	<u>659,377</u>	<u>1,391,789</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenues - Grants	<u>84,115</u>	<u>115,079</u>	<u>199,194</u>
Total Deferred Inflows of Resources	<u>84,115</u>	<u>115,079</u>	<u>199,194</u>
FUND BALANCES			
Nonspendable	645,728	-	645,728
Restricted	-	12,931,066	12,931,066
Assigned	-	4,395,621	4,395,621
Unassigned	<u>4,714,166</u>	<u>(232,412)</u>	<u>4,481,754</u>
Total Fund Balances	<u>5,359,894</u>	<u>17,094,275</u>	<u>22,454,169</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 6,176,421</u>	<u>\$ 17,868,731</u>	<u>\$ 24,045,152</u>

The accompanying notes are an integral part of this statement.

City of Ukiah
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2015

Fund Balances of Governmental Funds	\$	22,454,169
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Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and therefore,
are not reported in the funds:

Capital Assets		59,044,140
Accumulated Depreciation		(31,741,814)

Long-term liabilities are not due and payable in the current period and therefore
are not reported in the funds:

Compensated Absences		(682,259)
Net Pension Liability		(30,288,255)

Amounts for deferred inflows and deferred outflows related to the City's Net
Pension Liability are not reported in the funds:

Deferred Outflows - Pension Related Items		2,951,157
Deferred Inflows - Pension Related Items		(5,061,504)

Internal service funds are used by management to charge the costs of certain
activities, such as insurance and vehicle maintenance, to individual funds.

The assets and liabilities of the internal service funds are included in
governmental activities in the statement of net position.

3,224,926

Long-term assets are not available for current use. Amounts are
deferred under the modified accrual basis of accounting.

199,194

Net Position of Governmental Activities

\$ 20,099,754

The accompanying notes are an integral part of this statement.

City of Ukiah
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2015

	General	Non-major Governmental Funds	Total Governmental Funds
REVENUES			
Taxes:			
Property Taxes	\$ 3,729,370	\$ -	\$ 3,729,370
Sales Taxes	5,976,938	-	5,976,938
Transient Occupancy Taxes	1,061,823	-	1,061,823
Franchise Fees	1,643,559	-	1,643,559
Business License Taxes	364,491	-	364,491
Property Transfer Tax	39,684	-	39,684
Licenses and Permits	186,012	-	186,012
Fines and Forfeitures	58,692	-	58,692
Interest, Rents and Concessions	219,696	113,349	333,045
Intergovernmental	183,021	2,865,380	3,048,401
Charges for Services	882,761	150,196	1,032,957
Miscellaneous	147,815	84,836	232,651
	<u>14,493,862</u>	<u>3,213,761</u>	<u>17,707,623</u>
Total Revenues			
	<u>14,493,862</u>	<u>3,213,761</u>	<u>17,707,623</u>
EXPENDITURES			
Current:			
General Government	838,891	13,189	852,080
Public Safety	9,753,881	475,168	10,229,049
Public Works	2,010,958	326,431	2,337,389
Housing and Community Development	202,683	125,238	327,921
Parks and Recreation	1,981,999	710,907	2,692,906
Capital Outlay	311,333	1,427,814	1,739,147
	<u>15,099,745</u>	<u>3,078,747</u>	<u>18,178,492</u>
Total Expenditures			
	<u>15,099,745</u>	<u>3,078,747</u>	<u>18,178,492</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(605,883)</u>	<u>135,014</u>	<u>(470,869)</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	712,151	637,057	1,349,208
Transfers Out	<u>(461,800)</u>	<u>(916,778)</u>	<u>(1,378,578)</u>
Total Other Financing Sources (Uses)	<u>250,351</u>	<u>(279,721)</u>	<u>(29,370)</u>
Net Change in Fund Balances	(355,532)	(144,707)	(500,239)
Fund Balances, Beginning of Year	5,056,102	10,153,454	15,209,556
Prior Period Adjustment	<u>659,324</u>	<u>7,085,528</u>	<u>7,744,852</u>
Fund Balances, End of Year	<u>\$ 5,359,894</u>	<u>\$ 17,094,275</u>	<u>\$ 22,454,169</u>

The accompanying notes are an integral part of this statement.

City of Ukiah
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
of Governmental Funds to the Statement of Activities
Year Ended June 30, 2015

Net Changes in Fund Balances - Total Governmental Funds \$ (500,239)

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense.

Capital Outlay	1,862,302
Depreciation Expense	(1,338,378)

The amounts below included in the Statement of Activities do not provide (require) the use of current financial resources and, therefore, are not reported as revenues or expenditures in governmental funds (net change):

Net Pension Liability	4,968,772
Compensated Absences	(22,935)

Amounts for deferred inflows and deferred outflows related to the City's Net Pension Liability are not reported in the funds. This is the net change in deferred inflows and deferred outflows related to the net pension liability:

Deferred Outflows - Pension Related Items	166,484
Deferred Inflows - Pension Related Items	(5,061,504)

Some revenues reported in the Statement of Activities are not considered available to finance current expenditures and, therefore, are not reported as revenues in the governmental funds.	(482,071)
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Internal service funds are used by management to charge the costs of certain activities, such as insurance and vehicle maintenance, to individual funds. The net revenue (expense) of the internal services funds is reported with governmental activities.

274,745

Change in Net Position of Governmental Activities	\$ (132,824)
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The accompanying notes are an integral part of this statement.

City of Ukiah
Statement of Net Position
Proprietary Funds
June 30, 2015

	Business-type Activities			
	Electric	Water	Sewer	Disposal Site
ASSETS				
Current Assets:				
Cash and Investments	\$ 9,549,551	\$ 7,388,381	\$ 15,639,601	\$ 8,454,243
Restricted Cash and Investments	2,072,225	-	7	-
Receivables:				
Accounts (net)	2,694,003	1,008,932	755,471	11,400
Interest	22,374	16,582	35,101	12,394
Grants	-	-	-	-
Notes - current portion	-	-	-	-
Investment in NCPA Reserves	6,532,349	-	-	-
Refundable Deposits	-	3,730	-	-
Inventory	1,181,844	108,358	-	-
Total Current Assets	22,052,346	8,525,983	16,430,180	8,478,037
Noncurrent Assets:				
Advances to Other Funds	-	-	-	-
Notes Receivable	-	-	-	-
Capital Assets:				
Land	1,963,436	70,126	670,431	699,654
Land Improvements	47,211	142,156	120,290	-
Infrastructure Systems	18,821,361	9,465,089	81,949,102	-
Building and Improvements	26,146,001	18,130,288	10,193,131	-
Rolling Equipment	1,768,902	511,335	625,077	101,296
Machinery and Equipment	2,733,672	2,092,385	1,579,442	434,290
Construction in Progress	561,600	310,073	1,687,966	-
Less: Accumulated Depreciation	(25,001,429)	(9,790,237)	(16,857,009)	(368,129)
Total Noncurrent Assets	27,040,754	20,931,215	79,968,430	867,111
Total Assets	49,093,100	29,457,198	96,398,610	9,345,148
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Pension Related Items	255,719	191,789	191,789	-
LIABILITIES				
Current Liabilities:				
Accounts Payable	269,587	110,622	163,789	46,937
Accrued Salaries and Benefits	64,316	41,456	45,906	1,534
Due to Other Funds	-	-	-	-
Customer Deposits	239,031	26,859	-	-
Interest Payable	28,568	181,215	981,259	-
Long-term Obligations - Current	1,710,000	503,014	2,343,252	-
Total Current Liabilities	2,311,502	863,166	3,534,206	48,471
Noncurrent Liabilities:				
Advances from Other Funds	-	745,000	-	-
Revenue Bonds	3,689,581	-	-	-
Installment Obligations	-	11,567,538	62,966,802	-
State Loans	-	974,404	-	-
Net Pension Liability	3,216,927	2,412,695	2,412,695	-
Compensated Absences	117,119	70,289	99,402	4,311
Landfill Closure/Postclosure	-	-	-	14,700,370
Total Noncurrent Liabilities	7,023,627	15,769,926	65,478,899	14,704,681
Total Liabilities	9,335,129	16,633,092	69,013,105	14,753,152
DEFERRED INFLOWS OF RESOURCES				
Deferred Pension Related Items	409,433	307,074	307,074	-
NET POSITION				
Net Investment in Capital Assets	21,641,173	7,886,259	14,658,376	867,111
Restricted for Debt Service	2,072,225	-	-	-
Restricted for NCPA Projects	467,663	-	-	-
Unrestricted	15,423,196	4,822,562	12,611,844	(6,275,115)
Total Net Position	\$ 39,604,257	\$ 12,708,821	\$ 27,270,220	\$ (5,408,004)

The accompanying notes are an integral part of this statement.

Business-type Activities		Governmental Activities
Non-major Enterprise Funds	Totals	Internal Service Funds
\$ 683,231	\$ 41,715,007	\$ 2,199,297
-	2,072,232	-
99,127	4,568,933	16,317
-	86,451	-
-	-	-
42,500	42,500	-
-	6,532,349	-
800	4,530	-
-	1,290,202	760
825,658	56,312,204	2,216,374
-	-	930,203
-	-	-
1,829,928	5,233,575	-
1,599,653	1,909,310	-
1,311,089	111,546,641	-
2,943,142	57,412,562	327,113
323,379	3,329,989	48,418
112,501	6,952,290	447,096
899,731	3,459,370	-
(3,984,096)	(56,000,900)	(500,140)
5,035,327	133,842,837	1,252,690
5,860,985	190,155,041	3,469,064
-	639,297	-
158,653	749,588	71,450
17,179	170,391	48,369
302,489	302,489	-
7,175	273,065	-
2,390	1,193,432	-
-	4,556,266	-
487,886	7,245,231	119,819
655,798	1,400,798	-
-	3,689,581	-
-	74,534,340	-
-	974,404	-
-	8,042,317	-
31,047	322,168	124,319
-	14,700,370	-
686,845	103,663,978	124,319
1,174,731	110,909,209	244,138
-	1,023,581	-
5,035,327	50,088,246	322,487
-	2,072,225	-
-	467,663	-
(349,073)	26,233,414	2,902,439
\$ 4,686,254	\$ 78,861,548	\$ 3,224,926

City of Ukiah
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
Year Ended June 30, 2015

	Business-type Activities			
	Electric	Water	Sewer	Disposal Site
OPERATING REVENUES				
Charges for Services	\$ 15,225,367	\$ 5,576,979	\$ 9,260,631	\$ 125,963
Sales of Fuel	-	-	-	-
Facility Rents	-	-	-	-
Miscellaneous	18,104	2,148	3,768	-
Total Operating Revenues	15,243,471	5,579,127	9,264,399	125,963
OPERATING EXPENSES				
Purchased Power	8,306,625	-	-	-
Maintenance and Operations	4,005,705	1,248,602	1,771,551	5,882,379
General and Administration	2,184,459	1,372,528	1,580,074	56,580
Fuel	-	-	-	-
Insurance Premiums	-	-	-	-
Depreciation	1,157,100	647,781	1,877,915	11,595
Total Operating Expenses	15,653,889	3,268,911	5,229,540	5,950,554
Operating Income (Loss)	(410,418)	2,310,216	4,034,859	(5,824,591)
NONOPERATING REVENUES (EXPENSES)				
Property Taxes	-	3,166	-	-
Gain/(Loss) on Disposal of Property	5,316	-	-	-
Interest Income	164,583	58,362	130,507	66,758
Interest Expense	(486,340)	(514,346)	(3,000,013)	-
Total Nonoperating Revenues (Expenses)	(316,441)	(452,818)	(2,869,506)	66,758
Income (Loss) Before Capital Contributions and Operating Transfers	(726,859)	1,857,398	1,165,353	(5,757,833)
Capital Contributions	-	-	-	-
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Change in Net Position	(726,859)	1,857,398	1,165,353	(5,757,833)
Net Position - Beginning of Year	33,199,345	13,355,863	28,609,307	349,829
Restatement of Net Position	7,131,771	(2,504,440)	(2,504,440)	-
Net Position - End of Year	\$ 39,604,257	\$ 12,708,821	\$ 27,270,220	\$ (5,408,004)

The accompanying notes are an integral part of this statement.

Business-type Activities		Governmental Activities
Non-major Enterprise Funds	Totals	Internal Service Funds
\$ 273,884	\$ 30,462,824	\$ 3,771,799
1,051,315	1,051,315	-
661,428	661,428	-
67,192	91,212	2,010
<u>2,053,819</u>	<u>32,266,779</u>	<u>3,773,809</u>
-	8,306,625	-
616,060	13,524,297	333,975
729,859	5,923,500	1,940,060
818,266	818,266	-
-	-	1,219,594
123,155	3,817,546	38,324
<u>2,287,340</u>	<u>32,390,234</u>	<u>3,531,953</u>
<u>(233,521)</u>	<u>(123,455)</u>	<u>241,856</u>
11,722	14,888	-
(2,009)	3,307	-
28,524	448,734	3,519
<u>-</u>	<u>(4,000,699)</u>	<u>-</u>
<u>38,237</u>	<u>(3,533,770)</u>	<u>3,519</u>
(195,284)	(3,657,225)	245,375
25,175	25,175	-
-	-	36,370
<u>-</u>	<u>-</u>	<u>(7,000)</u>
(170,109)	(3,632,050)	274,745
4,856,363	80,370,707	2,601,544
<u>-</u>	<u>2,122,891</u>	<u>348,637</u>
<u>\$ 4,686,254</u>	<u>\$ 78,861,548</u>	<u>\$ 3,224,926</u>

City of Ukiah
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2015

	Enterprise Funds		
	Electric	Water	Sewer
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Customers	\$ 15,103,561	\$ 5,609,731	\$ 9,251,318
Receipts from Interfund Services Provided	-	-	-
Payments to Employees for Services	(2,072,454)	(1,324,293)	(1,497,464)
Payments to Suppliers for Goods and Services	(12,427,937)	(1,311,482)	(1,771,864)
Net Cash Provided (Used) by Operating Activities	603,170	2,973,956	5,981,990
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES			
Property Taxes Received	-	3,166	-
Cash Received from Other Funds	-	-	-
Cash Paid to Other Funds	-	-	-
Principal Payments Received on Loans Receivable	-	-	-
Net Cash Provided (Used) by Noncapital and Related Financing Activities	-	3,166	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	(1,730,441)	(520,893)	(578,980)
Interest Paid	(466,253)	(525,763)	(3,026,945)
Capital Grants	-	-	-
Principal Paid on Capital Debt	(1,610,000)	(488,037)	(2,251,549)
Proceeds from Sale of Property	15,680	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(3,791,014)	(1,534,693)	(5,857,474)
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds from Drawdown of Investment in NCPA Reserves	3,938,675	-	-
Interest Received	160,273	55,654	124,686
Net Cash Provided (Used) by Investing Activities	4,098,948	55,654	124,686
Net Increase (Decrease) in Cash and Cash Equivalents	911,104	1,498,083	249,202
Cash and Cash Equivalents, Beginning of the Year	10,710,672	5,890,298	15,390,406
Cash and Cash Equivalents, End of the Year	<u>\$ 11,621,776</u>	<u>\$ 7,388,381</u>	<u>\$ 15,639,608</u>
Reconciliation of Operating Income (Loss) to			
Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	\$ (410,418)	\$ 2,310,216	\$ 4,034,859
Adjustments to Reconcile Operating Income (Loss) to			
Net Cash Provided (Used) by Operating Activities:			
Depreciation	1,157,100	647,781	1,877,915
Changes in Operating Assets and Liabilities:			
Decrease (Increase) in Accounts Receivable	(378,941)	3,745	(13,081)
Decrease (Increase) in Inventory	(248,322)	(22,637)	-
Decrease (Increase) in Deferred Outflows - Pensions	7,447	5,586	5,586
Increase (Decrease) in Accounts Payable	204,948	(35,159)	48,308
Increase (Decrease) in Accrued Salaries and Benefits	12,787	12,551	10,743
Increase (Decrease) in Landfill Closure/Postclosure Liability	-	-	-
Increase (Decrease) in Deferred Inflows - Pensions	409,433	307,074	307,074
Increase (Decrease) in Net Pension Liability	(385,493)	(289,120)	(289,120)
Increase (Decrease) in Compensated Absences Payable	(4,402)	7,060	(294)
Increase (Decrease) in Deposits Payable	239,031	26,859	-
TOTAL CASH PROVIDED (USED) BY OPERATING ACTIVITIES	\$ 603,170	\$ 2,973,956	\$ 5,981,990
NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES			
Amortization Related to Long-term Debt	\$ 28,472	\$ 4,084	\$ 2,265

The accompanying notes are an integral part of this statement.

Disposal Site	Enterprise Funds		Governmental Activities
	Non-major Enterprise Funds	Totals	Internal Service Funds
\$ 125,755	\$ 2,316,719	\$ 32,407,084	\$ -
-	-	-	3,774,425
(66,615)	(596,664)	(5,557,490)	(1,672,747)
(190,371)	(1,460,152)	(17,161,806)	(1,801,479)
(131,231)	259,903	9,687,788	300,199
-	11,722	14,888	-
-	-	-	36,370
-	(219,939)	(219,939)	(7,000)
-	6,000	6,000	-
-	(202,217)	(199,051)	29,370
(30,251)	(41,346)	(2,901,911)	-
-	-	(4,018,961)	-
-	49,445	49,445	-
-	-	(4,349,586)	-
-	5,110	20,790	-
(30,251)	13,209	(11,200,223)	-
-	-	3,938,675	-
73,388	29,823	443,824	5,627
73,388	29,823	4,382,499	5,627
(88,094)	100,718	2,671,013	335,196
8,542,337	582,513	41,116,226	1,864,101
\$ 8,454,243	\$ 683,231	\$ 43,787,239	\$ 2,199,297
\$ (5,824,591)	\$ (233,521)	\$ (123,455)	\$ 241,856
11,595	123,155	3,817,546	38,324
(208)	263,287	(125,198)	616
-	-	(270,959)	-
-	-	18,619	-
46,718	107,166	371,981	11,662
(378)	1,132	36,835	1,294
5,637,493	-	5,637,493	-
-	-	1,023,581	-
-	-	(963,733)	-
(1,860)	(929)	(425)	6,447
-	(387)	265,503	-
\$ (131,231)	\$ 259,903	\$ 9,687,788	\$ 300,199
\$ -	\$ -	\$ 34,821	\$ -

City of Ukiah
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2015

	Agency Funds	Successor Agency Private-purpose Trust Fund
ASSETS		
Cash and Investments	\$ 6,757,784	\$ 3,276,606
Cash and Investments with Fiscal Agent	-	5,765,456
Receivables:		
Accounts	814,128	-
Interest Receivable	11,446	-
Land Held for Resale	-	3,872,533
	<u>-</u>	<u>3,872,533</u>
Total Assets	<u>\$ 7,583,358</u>	<u>12,914,595</u>
LIABILITIES		
Accounts Payable	\$ 299,722	1,628
Accrued Salaries and Benefits	-	222
Interest Payable	-	132,237
Customer Deposits	498,080	-
Due to Other Agencies	6,785,556	-
Noncurrent Liabilities:		
Due within One Year	-	1,020,000
Due in More than One Year	-	8,950,000
	<u>-</u>	<u>8,950,000</u>
Total Liabilities	<u>\$ 7,583,358</u>	<u>10,104,087</u>
NET POSITION		
Net Position (Deficit) Held in Trust for Successor Agency		<u>\$ 2,810,508</u>

The accompanying notes are an integral part of this statement.

City of Ukiah
Statement of Changes in Net Position
Fiduciary Funds
Year Ended June 30, 2015

	Successor Agency Private-purpose Trust Fund
ADDITIONS	
Taxes	\$ 605,745
Investment Earnings	<u>2,774</u>
Total Additions	608,519
DEDUCTIONS	
General Administration	78,523
Contractual Services	71,780
Interest Expense	<u>626,680</u>
Total Deductions	776,983
Change in Net Position	(168,464)
Net Position - Beginning of Year	3,221,387
Prior Period Adjustments	<u>(242,415)</u>
Net Position - End of Year	<u>\$ 2,810,508</u>

The accompanying notes are an integral part of this statement.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) Reporting Entity

The City of Ukiah was incorporated March 8, 1876 under the applicable laws and regulations of the State of California. The City operates under a Council–City Manager form of government and provides a variety of services including police, fire fighting and medical emergency, sewage treatment, water treatment, electric power, street lighting and maintenance, parks and recreation, municipal golf course, and conference center. The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the City's operations. The City has no component units that require discrete presentation.

Blended Component Unit. The Parking District #1 is a special district, primarily located in Ukiah's downtown area, and is administered and accounted for by the City. The Parking Commission is appointed by the Ukiah City Council and acts as an advisory board to the Council in District matters. The District is reported as an enterprise fund. The District does not prepare separate financial statements.

Ukiah Successor Agency – Until January 31, 2012, the Ukiah Redevelopment Agency (“RDA”) was a community redevelopment agency reported as a component unit of the City of Ukiah. On February 1, 2012, the Agency was dissolved by the State of California legislature and, therefore, no longer exists as a separate entity. The City elected to serve as the Ukiah Successor Agency (“USA”) of the Ukiah Redevelopment Agency. In its capacity as the successor agency, the City is responsible to wind-up the affairs of the former RDA, and dispose of the RDA's assets in compliance with State legislative requirements. The USA is governed by a seven (7) member Oversight Board comprised of one (1) Ukiah City Council member, (1) Ukiah City employee, (2) members appointed by the Mendocino County Board of Supervisors, one (1) member appointed by Mendocino County Office of Education, one (1) member appointed by the Cemetery District, and one (1) member appointed by the Chancellor of the California Community College System. Activities of the USA are reported as a private-purpose trust fund in the accompanying financial statements.

B) Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information of all the non-fiduciary activities of the City and its component units. All fiduciary activities are reported only in the fund financial statements. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. *Indirect expenses* have been allocated to functional expenses as the result of an administrative cost recovery element built into a charge for centralized services. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Separate fund financial statements are provided for governmental funds, proprietary funds, and fiduciary funds (even though the fiduciary funds are excluded from the government-wide financial statements). Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C) Basis of Accounting and Measurement Focus

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds and fiduciary fund financial statements. Revenues are recognized when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports only one major governmental fund:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government except those required to be accounted for in another fund.

The City reports the following major proprietary funds:

The *Electric Fund* accounts for the activities of the City's electric generation and distribution operations.

The *Water Fund* accounts for the activities of the City's water treatment and distribution operations.

The *Sewer Fund* accounts for the activities of the City's sewage collection and treatment operations.

The *Disposal Site Fund* accounts for the activities of the City's solid waste landfill operations.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Additionally, the City reports the following fund types:

Special Revenue Funds – account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Project Funds - account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets in governmental funds.

Internal Service Funds - account for garage (vehicle maintenance), stores (purchasing), public safety dispatch, utility billing, workers' compensation and liability insurance services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis.

Private-Purpose Trust Funds - account for resources legally held in trust for use by other organizations. All resources of the fund, including any earnings on the invested resources, may be used to support the organization's or department's activities. There is no requirement that any portion of these resources be preserved as capital.

Agency Funds - used by the City to report resources held by the City in a custodial capacity for the Ukiah Valley Sanitation District, Ukiah Waste Solutions, and Russian River Watershed. These funds are used to record receipt, temporary investment and remittance of fiduciary resources to individuals, private organizations or other governments.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's proprietary fund functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Principal operating revenues of the City's electric, water, wastewater, golf and street lighting funds and the City's internal service funds are charges to customers for sales and services. Principal operating revenues of the City's airport, disposal site and conference center funds include charges to customers for sales and services and rental fees. The parking district fund's principal operating revenues include the sale of parking permits to customers and parking fines. The City also recognizes as operating revenue tap fees intended to recover the cost of connecting new customers to the City's utilities. Operating expenses for the enterprise funds and internal service funds include cost of power purchases, fuels and lubricants, operations, maintenance, utilities, insurance premiums and deductibles, general and administration, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

D) Assets, Liabilities, and Net Position/Fund Balance

1) Cash and Investments

Investments for the City and its component units are reported at fair value. For purposes of the statement of cash flows, cash equivalents represents demand deposits of proprietary funds held in financial institutions or in cash management pools where funds can be added or withdrawn at anytime without prior notice or penalty and cash equivalents are highly liquid investments with a maturity of three months or less from the date of purchase.

2) Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of the interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectible accounts. Allowances for uncollectible receivables totaled \$59,152 and were determined based on an analysis of historical trends.

Property taxes for the current year were attached as an enforceable lien as of January 1st and were levied on July 1st. Taxes are due in two equal installments on November 1st and February 1st. The City relies on the competency of the County of Mendocino Assessor's office to properly assess, collect and distribute property taxes.

3) Inventories and Prepaid Items

All inventories are valued at cost using the first-in/first-out (FIFO) method. An annual charge is made to various City funds to assist in the financing of warehouse operations in addition to being billed as inventory is issued.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4) Restricted Assets

The proceeds from bonds issued by the former Ukiah Redevelopment Agency have been reported as restricted on the statement of net position because they must be used for City low and moderate income housing projects. Certain proceeds of the City's electric fund revenue bonds are classified as restricted assets because their use is limited by applicable bond or other covenants.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

5) Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial individual cost of more than \$10,000 and an estimated useful life in excess of two years. Capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated fixed assets are valued at their estimated fair market value on the date received.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

The City's museum contains collections of historical artifacts including artwork, Native American artifacts, and relics from the region's past. These collections are protected, cared for and preserved by the City for the purpose of public exhibition; and proceeds from the sale of any item, if any, are used to acquire additional items for the collection. Therefore, the City has elected not to capitalize these collections.

Interest is capitalized on construction of major assets acquired with debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period. For the year ended June 30, 2015, no interest expense was capitalized to any of the City's capital projects.

Property, plant and equipment of the City are depreciated using the straight-line method using the following useful lives:

Land Improvements	20 to 40 years
Building and Improvements	30 to 60 years
Infrastructure	30 to 60 years
Licensed Vehicles	5 to 10 years
Machinery and Equipment	5 to 20 years

6) Property Held for Resale

The City has acquired several real properties for the purpose of infilling the supply of low and moderate income housing. These properties will be subsequently sold and the proceeds placed back into the low and moderate income housing program. Therefore, these properties have been recorded as an asset on the accompanying financial statements at the lower of cost (the amount of the unpaid loan plus costs for foreclosure properties) or net realizable value. At June 30, 2015, the carrying value of these properties was \$2,435,114.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

7) Compensated Absences

It is the City's policy to allow an employee to accumulate no more than two years vacation. Full time City employees are entitled to sick leave with full pay due to absence resulting from illness or injury to the extent of the amount earned. There is no liability for unpaid sick leave since the government does not have a policy to pay any amount when employees separate from service with the City. Due to the long-term nature of compensated absences, the liability of \$1,128,746 has been accrued as incurred in the government-wide financial statements as a noncurrent liability.

8) Long-Term Obligations

Long-term liabilities are reported in the government-wide financial statements, proprietary funds, and fiduciary funds only. Initial-issue bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method (which approximates the effective interest method).

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the period issued. The face amount of debt issued is reported as other financing sources. Premiums received are reported as other financing sources, while discounts are reported as other financing uses.

9) Fund Equity

In the government-wide financial statements, net position is classified in the following categories:

Net investment in capital assets describes the portion of net position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of net position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulation, laws, or other restrictions which the City cannot unilaterally alter.

Unrestricted describes the portion of net position which is not restricted to use.

10) Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City currently has three items that qualify for reporting in this category. Each of these items is a result of the City's implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. See Note 9 – Pension Plans for more information.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under the modified accrual basis of accounting, and another, which is a result of the City's implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, which qualify for reporting in this category. Under the modified accrual basis of accounting, the item, *unavailable revenue*, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, grant receivables, and other miscellaneous receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

11) Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's policy to consider restricted net position to have been depleted before unrestricted net position.

12) Fund Balances

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

Nonspendable Fund Balance - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

Restricted Fund Balance - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Committed Fund Balance - The City Council, as the City's highest level of decision making authority, may commit fund balance for specific purposes pursuant to constraints imposed by resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently.

Assigned Fund Balance - Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. The City's fund balance policy delegates the authority to assign amounts to be used for specific purposes to the City Manager or designee for the purpose of reporting these amounts in the annual financial statements.

Unassigned Fund Balance - These are either residual positive net resources of fund balance in excess of what can properly be classified in one of the other four categories, or negative balances. The General Fund is the only fund that reports a positive unassigned fund balance.

13) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Ukiah's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14) Implementation of Governmental Accounting Standards Board (GASB) Pronouncements

Governmental Accounting Standards Board Statement No. 72

In February of 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. This statement was issued to address accounting and financial reporting issues related to fair value measurements. This GASB Statement is required to be implemented in financial statements issued for the periods beginning after June 15, 2015. The City has elected not to early implement this statement and has not determined its effect on the financial statements.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

2) STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

The following non-major funds had deficit fund balances at June 30, 2015:

Deficit Fund Equity

Special Revenue Funds:		
Observatory Park	\$	(136)
Swimming Pool	\$	(137,169)
Riverside Park	\$	(20)
Museum Grants Prop 84	\$	(23,746)
Supplemental Law Enforcement	\$	(7,431)
Local Law Enforcement Block Grant	\$	(16,331)
ARC General Operating	\$	(24,137)
Museum	\$	(23,442)

These deficits will be eliminated when unavailable revenues are recognized as revenues in the future.

3) CASH AND INVESTMENTS

Cash and investments are reported in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and Investments	\$ 54,656,590
Restricted Cash and Investments	4,817,639
Statement of Fiduciary Net Position:	
Cash and Investments	10,034,390
Restricted Cash and Investments	<u>5,765,456</u>
Total	<u>\$ 75,274,075</u>

Cash and investments at June 30, 2015 consisted of the following:

Cash on Hand	\$ 2,700
Deposits with Financial Institutions	7,432,781
Investments	<u>67,838,594</u>
Total	<u>\$ 75,274,075</u>

Investments Authorized by the California Government Code and the City's Investment Policy

The following table identifies the investment types that are authorized for the City of Ukiah by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

3) CASH AND INVESTMENTS - Continued

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Percentage Per Issuer
City of Ukiah Bonds	5 years	Unlimited	10%
Local Agency Investment Fund (LAIF)	N/A	\$50 Million	\$50 Million
U.S. Treasury Obligations	5 years	None	None
Local Agency Obligations	5 years	None	10%
U.S. Government Agency Securities	5 years	None	None
Obligations of the State of California	5 years	None	10%
Repurchase Agreements	365 days	None	10%
Reverse Repurchase Agreements (1)	92 days	20%	10%
Banker's Acceptances	180 days	40%	10%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	10%
Medium Term Corporate Notes	5 years	30%	10%
Money Market Funds (highest rating)	n/a	20%	10%
Time Deposits	5 years	25%	10%
Mortgage-Backed and Asset-Backed Securities (rated "AA" or better)	5 years	20%	10%

(1) – Requires prior City Council approval

Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustees. The indenture agreements do not specifically identify maximum maturity and maximum investment provisions.

Authorized Investment Type
U.S. Treasury Obligations
U.S. Agency Securities
Banker's Acceptances
Commercial Paper
Money Market Funds (rated AAAm -G, AAAm or Aam)
Bonds or Notes
Certificates of Deposit
Repurchase Agreements

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

3) CASH AND INVESTMENTS - Continued

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flows and liquidity needed for operations. The City's target maximum average maturity to control overall exposure to interest rate risk is 2.5 years. Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Totals	Remaining Maturity (in Months)		
		12 Months or Less	13 to 24 Months	25 to 60 Months
Corporate Bonds and Notes	\$ 16,909,101	\$ -	\$ 7,586,038	\$ 9,323,063
U.S. Treasury Bonds and Notes	27,853,365	678,931	20,039,684	7,134,750
U.S. Agency Bonds	10,271,558	-	8,848,852	1,422,706
Municipal and State Bonds	2,009,176	1,131,386	877,790	-
State Investment Pool (LAIF)	67,862	67,862	-	-
Money Market Funds	144,436	144,436	-	-
Held by Bond Trustees:				
Money Market Funds	10,583,096	10,583,096	-	-
Total	\$ 67,838,594	\$ 12,605,711	\$ 37,352,364	\$ 17,880,519

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of fiscal year end for each investment type.

Investment Type	Total Investment	Minimum Legal Rating	Rating as of Fiscal Year End		
			AAA	AA+/A+	Unrated
Corporate Bonds and Notes	\$16,909,101	N/A	\$ 1,954,415	\$14,364,810	\$ 589,876
U.S. Treasury Bonds and Notes	27,853,365	N/A	-	-	27,853,365
U.S. Agency Bonds	10,271,558	N/A	-	10,271,558	-
Municipal and State Bonds	2,009,176	N/A	-	1,729,176	280,000
State Investment Pool (LAIF)	67,862	N/A	-	-	67,862
Money Market Funds	144,436	N/A	144,436	-	-
Held by Bond Trustees:					
Money Market Funds	10,583,096	N/A	10,583,096	-	-
Total	\$67,838,594		\$12,681,947	\$26,365,544	\$28,791,103

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

3) CASH AND INVESTMENTS - Continued

Concentration of Credit Risk

With the exception of securities of the U.S. Government and its agencies, the investment policy of the City limits the amount that can be invested in any one issuer to no more than 10% of the total portfolio. At June 30, 2015, the following investments from one issuer (other than U.S. Treasury securities, mutual funds and external investment pools) represented 5% or more of the total City investments.

Issuer	Amount Invested	Percentage of Portfolio
Federal Home Loan Bank	6,264,111	9.23%
Federal Home Loan Mortgage Corporation	4,846,620	7.14%

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. It is the policy of the City not to waive these requirements.

As of June 30, 2015, the City's deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

As of June 30, 2015, City investments in the following investment types were held by the same institution that was used by the City to buy the securities:

Corporate Bonds and Notes	\$ 16,909,101
U.S. Treasury Bonds and Notes	13,400,163
U.S. Agency Securities	14,453,202
Municipal and State Bonds	2,009,176

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

3) CASH AND INVESTMENTS - Continued

Investments in State Investment Pool

The Local Agency Investment Pool (LAIF) is a special fund of the California State Treasury through which local governments may pool investments. The City may invest up to \$50,000,000 in the fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. Funds deposited in LAIF are invested in accordance with Government Code Sections 16430 and 16480. Oversight of LAIF is provided by the Pooled Money Investment Board whose members are the California State Treasurer, California Director of Finance and the California State Controller.

4) CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2015, is as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Capital Assets, Not Being Depreciated:				
Land	\$ 495,340	\$ -	\$ -	\$ 495,340
Construction in Progress	2,790,439	1,525,001	(1,370,505)	2,944,935
Total Capital Assets, Not Being Depreciated	<u>3,285,779</u>	<u>1,525,001</u>	<u>(1,370,505)</u>	<u>3,440,275</u>
Capital Assets Being Depreciated:				
Land Improvements	4,184,886	1,377,671	-	5,562,557
Infrastructure Systems	35,748,228	-	-	35,748,228
Buildings	6,757,422	-	-	6,757,422
Rolling Equipment	4,432,319	213,852	(16,618)	4,629,553
Machinery and Equipment	3,626,932	116,283	(14,483)	3,728,732
Total Capital Assets Being Depreciated	<u>54,749,787</u>	<u>1,707,806</u>	<u>(31,101)</u>	<u>56,426,492</u>
Less Accumulated Depreciation:				
Land Improvements	(1,048,227)	(169,178)	-	(1,217,405)
Infrastructure Systems	(20,962,345)	(568,592)	-	(21,530,937)
Buildings	(2,940,720)	(152,223)	-	(3,092,943)
Rolling Equipment	(3,395,667)	(262,939)	16,618	(3,641,988)
Machinery and Equipment	(2,549,394)	(223,770)	14,483	(2,758,681)
Total Accumulated Depreciation	<u>(30,896,353)</u>	<u>(1,376,702)</u>	<u>31,101</u>	<u>(32,241,954)</u>
Total Capital Assets Being Depreciated, Net	<u>23,853,434</u>	<u>331,104</u>	<u>-</u>	<u>24,184,538</u>
Government Activities Capital Assets, Net	<u>\$ 27,139,213</u>	<u>\$ 1,856,105</u>	<u>\$ (1,370,505)</u>	<u>\$ 27,624,813</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

4) CAPITAL ASSETS - Continued

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type Activities:				
Capital Assets, Not Being Depreciated:				
Land	\$ 4,673,811	\$ 559,764	\$ -	\$ 5,233,575
Construction in Progress	3,254,826	1,132,637	(928,093)	3,459,370
Total Capital Assets, Not Being Depreciated	<u>7,928,637</u>	<u>1,692,401</u>	<u>(928,093)</u>	<u>8,692,945</u>
Capital Assets Being Depreciated:				
Land Improvements	1,897,850	11,460	-	1,909,310
Infrastructure Systems	110,640,008	906,633	-	111,546,641
Buildings	56,704,536	708,026	-	57,412,562
Rolling Equipment	3,156,773	319,269	(146,053)	3,329,989
Machinery and Equipment	6,770,314	192,215	(10,239)	6,952,290
Total Capital Assets Being Depreciated	<u>179,169,481</u>	<u>2,137,603</u>	<u>(156,292)</u>	<u>181,150,792</u>
Less Accumulated Depreciation:				
Land Improvements	(1,272,957)	(49,398)	-	(1,322,355)
Infrastructure Systems	(20,515,175)	(2,290,767)	-	(22,805,942)
Buildings	(24,198,249)	(1,115,921)	-	(25,314,170)
Rolling Equipment	(2,323,148)	(143,458)	128,571	(2,338,035)
Machinery and Equipment	(4,012,635)	(218,002)	10,239	(4,220,398)
Total Accumulated Depreciation	<u>(52,322,164)</u>	<u>(3,817,546)</u>	<u>138,810</u>	<u>(56,000,900)</u>
Total Capital Assets Being Depreciated, Net	<u>126,847,317</u>	<u>(1,679,943)</u>	<u>(17,482)</u>	<u>125,149,892</u>
Government Activities				
Capital Assets, Net	<u>\$134,775,954</u>	<u>\$ 12,458</u>	<u>\$ (945,575)</u>	<u>\$133,842,837</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General Government	\$ 251,689
Public Safety	334,430
Public Works	633,566
Housing and Community Development	20,556
Culture and Recreation	<u>136,461</u>
Total Depreciation Expense	<u>\$ 1,376,702</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

4) CAPITAL ASSETS - Continued

Business-type Activities:	
Electric	\$ 1,157,100
Water	647,781
Sewer	1,877,915
Disposal Site	11,595
Parking	5,325
Airport	69,286
Conference Center	46,308
Golf Course	<u>2,236</u>
Total Depreciation Expense	<u>\$ 3,817,546</u>

5) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The composition of interfund balances as of June 30, 2015 is as follows:

	Receivable Fund	Payable Fund
General Fund	\$ 359,286	\$ -
Non-major Governmental Funds	-	56,797
Non-major Golf Course Enterprise Fund	<u>-</u>	<u>302,489</u>
Total	<u>\$ 359,286</u>	<u>\$ 359,286</u>

The General Fund has reported a receivable of \$359,286 for deficit pooled fund cash balances at June 30, 2015. For the most part, the deficit balances are expected to be eliminated through proceeds of grants and State subsidies and other revenues.

Advances to/from consist of the following at June 30, 2015:

	Receivable Fund	Payable Fund
General Fund	\$ 618,595	\$ -
Non-major Governmental Funds		148,000
Proprietary Funds:		
Water Fund		745,000
Non-major Golf Course Fund		655,798
Internal Service Liability Fund	<u>930,203</u>	
Total	<u>\$ 1,548,798</u>	<u>\$ 1,548,798</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

5) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Both the General Fund and Liability Fund have made long-term advances to the Golf Fund (a nonmajor enterprise fund) for the purpose of refunding a capital lease obligation and acquiring equipment. The Liability Fund has made a long-term advance to the Water Fund for the purpose of water-related capital projects and to the Park Development Fund for temporary funding of several parks related construction projects. None of the above advances have been deemed to have a current portion.

Interfund transfers for the year ended June 30, 2015 are as follows:

	<u>Transfers In</u>	<u>Transfers Out</u>
General Fund	\$ 712,151	\$ -
Non-major Governmental Funds		
Equipment Reserve		473,151
2106 Gas Tax Fund		108,947
2107 Gas Tax Fund		126,053
2107.5 Gas Tax Fund		4,000
Non-major Governmental Funds		
Museum Fund	461,800	
General Fund		461,800
Non-major Governmental Funds		
Anton Stadium	28,781	
Observatory Park	32,822	
Orchard Ave Bridge	51,638	
1998 STIP	49,576	
Riverside Park	5,439	
Special Projects Reserve		87,106
2105 Gas Tax		49,576
Park Development		5,439
Playground & Park Amenities		26,135
Non-major Governmental Funds		
Public Safety Dispatch	36,370	7,000
Internal Service Funds		
Equipment Reserve	<u>7,000</u>	<u>36,370</u>
Total	<u>\$ 1,385,577</u>	<u>\$ 1,385,577</u>

Transfers in to the General Fund from Non-major Governmental Funds of \$712,151 were for equipment and street maintenance. Transfers from the General Fund of \$461,800 to the Museum Fund were for support of the Museum operations and improvements. Transfers between Non-Major Governmental Funds totaling \$149,611 were for streets, facilities and park improvements. Transfers between the Internal service Equipment Reserve Fund and the Non-Major Governmental Public Safety Dispatch fund are related to equipment upgrades.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT

Changes in Long-term Liabilities

Long-term liability activity for the year ended June 30, 2015, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental Activities:					
Compensated Absences	\$ 783,217	\$ 138,753	\$ 115,392	\$ 806,578	\$ 125,000
Net Pension Liability	-	35,257,027	4,968,772	30,288,255	-
Total	<u>\$ 783,217</u>	<u>\$35,395,780</u>	<u>\$ 5,084,164</u>	<u>\$ 31,094,833</u>	<u>\$ 125,000</u>
Business-type Activities:					
Electric Revenue Bonds	\$ 7,095,000	\$ -	\$ 1,610,000	\$ 5,485,000	\$ 1,710,000
Unamortized Discount	(113,891)	-	(28,472)	(85,419)	-
Installment Agreements:					
Water Treatment Plant	12,195,000	-	350,000	11,845,000	360,000
Wastewater Treatment Plant	66,700,000	-	1,850,000	64,850,000	1,930,000
Unamortized Premium	135,689	-	6,349	129,340	-
State Loans:					
SWRCB Water Treatment	1,255,455		138,037	1,117,418	143,014
SWRCB Sewer Treatment	814,801		401,549	413,252	413,252
Net Pension Liability	-	9,024,050	981,733	8,042,317	-
Compensated Absences	322,593	87,382	87,807	322,168	-
Landfill Closure and Post-closure	9,062,877	5,637,493	-	14,700,370	-
Total	<u>\$97,467,524</u>	<u>\$14,748,925</u>	<u>\$ 5,397,003</u>	<u>\$ 106,819,446</u>	<u>\$ 4,556,266</u>

Electric Revenue Bonds

The City has issued Electric Revenue Refunding Series 1992 bonds where the City pledges revenue derived from the acquired or constructed assets of the City's electric system to pay debt service. The bonds mature on June 1 of each year and shall pay interest ranging from 3.20% to 5.90%. The Electric Fund did not meet the rate covenant of 1.25 times net revenues, plus any surplus amount on deposit with the Trustee pledged to the payment of debt, for the fiscal year ended June 30, 2015, as required by the bond indenture. The City plans to transfer surplus funds from the Electric Utility fund to the Trustee by June 30, 2016 to meet the rate covenant. In addition, the City plans to develop and conduct a rate study to evaluate rate structures in Fiscal Year 2015-16 and adjust the electric rates as needed. Revenue bonds outstanding, excluding an unamortized discount of \$85,419, at June 30, 2015 were as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 1,710,000	\$ 342,812	\$ 2,052,812
2017	1,825,000	235,938	2,060,938
2018	1,950,000	121,875	2,071,875
Totals	<u>\$ 5,485,000</u>	<u>\$ 700,625</u>	<u>\$ 6,185,625</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Installment Obligations

The City has entered into two (2) separate agreements with the Association of Bay Area Governments (ABAG) whereby ABAG issued revenue bonds to provide resources for the City to acquire and construct capital improvements to the City's water treatment plant and wastewater treatment plant. The bonds are an obligation of ABAG and are payable solely from and secured by revenues that consist primarily of payments on two (2) installment obligations of the City. The installment obligations of the City are as follows:

Water Treatment Plant

Dated September 1, 2005 the original amount of the obligation was \$14,355,000 and is secured with a pledge of net revenues from the City's water system. The obligation principal is payable in annual installments beginning September 1, 2007 ranging from \$280,000 to \$845,000 through September 1, 2035. Interest payments commenced March 1, 2006 and are payable semiannually on September 1st and March 1st and pay interest ranging from 4.00% to 4.50%. At June 30, 2015 the installment obligation liability outstanding excluding the unamortized premium of \$82,538 was as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 360,000	\$ 509,993	\$ 869,993
2017	375,000	494,925	869,925
2018	390,000	479,242	869,242
2019	405,000	462,945	867,945
2020	425,000	445,930	870,930
2021	435,000	428,083	863,083
2022	455,000	409,279	864,279
2023	475,000	389,516	864,516
2024	495,000	368,904	863,904
2025	520,000	347,010	867,010
2026	540,000	323,755	863,755
2027	565,000	299,445	864,445
2028	590,000	274,035	864,035
2029	620,000	247,415	867,415
2030	645,000	219,262	864,262
2031	675,000	189,563	864,563
2032	705,000	158,512	863,512
2033	740,000	126,000	866,000
2034	775,000	91,913	866,913
2035	810,000	56,250	866,250
2036	845,000	19,012	864,012
Totals	<u>\$11,845,000</u>	<u>\$ 6,340,989</u>	<u>\$18,185,989</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Waste Water Treatment Plant

Dated March 1, 2006 the original amount of the obligation was \$75,060,000 and is secured with a pledge of net revenues from the City's wastewater system. The obligation principal is payable in annual installments beginning March 1, 2009 ranging from \$400,000 to \$4,690,000 through March 1, 2036. Interest payments commence September 1, 2006 and are payable semiannually on September 1st and March 1st and pay interest ranging from 4.00% to 4.75%. At June 30, 2015 the installment obligation liability outstanding excluding the unamortized premium of \$46,802 was as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 1,930,000	\$ 2,928,500	\$ 4,858,500
2017	2,010,000	2,851,300	4,861,300
2018	2,090,000	2,770,900	4,860,900
2019	2,180,000	2,687,300	4,867,300
2020	2,280,000	2,597,375	4,877,375
2021	2,370,000	2,500,475	4,870,475
2022	2,480,000	2,399,750	4,879,750
2023	2,590,000	2,291,250	4,881,250
2024	2,710,000	2,177,938	4,887,938
2025	2,830,000	2,059,375	4,889,375
2026	2,960,000	1,932,025	4,892,025
2027	3,100,000	1,798,825	4,898,825
2028	3,240,000	1,655,450	4,895,450
2029	3,390,000	1,505,600	4,895,600
2030	3,550,000	1,348,812	4,898,812
2031	3,720,000	1,184,625	4,904,625
2032	3,900,000	1,012,575	4,912,575
2033	4,080,000	832,200	4,912,200
2034	4,270,000	638,400	4,908,400
2035	4,480,000	435,575	4,915,575
2036	4,690,000	222,775	4,912,775
Totals	<u>\$64,850,000</u>	<u>\$37,831,025</u>	<u>\$102,681,025</u>

State Loans

The City has obtained two (2) loans from the California Department of Water Resources to finance an upgrade of the water treatment plant and to finance an upgrade of the wastewater treatment plant to comply with safe drinking water standards.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Water Treatment Plant

The maximum loan amount was \$3,599,009 and is payable over 30 years. At June 30, 2015, the balance of the loan was \$1,117,418. Principal and interest are payable semi-annually on April 1st, and October 1st, with the interest rate being 3.6024%. Loan payments will be made exclusively from revenues received from assessments and user charges of the treatment plant.

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 143,014	\$ 38,999	\$ 182,013
2017	148,212	33,801	182,013
2018	153,599	28,413	182,012
2019	159,182	22,830	182,012
2020	164,968	17,044	182,012
2021	170,965	11,048	182,013
2022	177,478	4,536	182,014
Totals	<u>\$ 1,117,418</u>	<u>\$ 156,671</u>	<u>\$ 1,274,089</u>

Waste Water Treatment Plant

The maximum loan amount was \$6,592,944, payable over 20 years. At June 30, 2015, the balance of the loan was \$413,252. Principal and interest are payable annually on April 15th with the interest rate being 3.0%.

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 413,252	\$ 12,398	\$ 425,650
Totals	<u>\$ 413,252</u>	<u>\$ 12,398</u>	<u>\$ 425,650</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Fiduciary Fund

As of June 30, 2015, the following long-term debt is reported in a private-purpose trust fund due to the dissolution of redevelopment agencies by the State of California:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Tax Allocation Bonds:					
Series 2007	\$ 3,700,000	\$ -	\$ 305,000	\$ 3,395,000	\$ 320,000
Series 2011A	4,150,000	-	555,000	3,595,000	580,000
Series 2011B	3,085,000	-	105,000	2,980,000	120,000
Total	<u>\$10,935,000</u>	<u>\$ -</u>	<u>\$ 965,000</u>	<u>\$ 9,970,000</u>	<u>\$ 1,020,000</u>

Ukiah Redevelopment Agency Tax Allocation Refunding Bonds, Series 2007 - On April 18, 2007, the former RDA issued \$5,595,000 in tax allocation bonds to refinance a loan agreement between the RDA and the Redwood Empire Financing Authority. The bond series is comprised of \$4,310,000 in serial bonds maturing annually on December 1st through the year 2020, and \$1,285,000 in term bonds maturing on December 1, 2023. The serial bonds require annual principal payments ranging from \$230,000 to \$390,000. Interest rates on the serial bonds range from 3.75% to 4.70%, and the term bonds carry an interest rate of 4.75%. Interest is paid semi-annually on June 1st and December 1st. The outstanding balance as of June 30, 2015 was as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 320,000	\$ 145,728	\$ 465,728
2017	325,000	131,779	456,779
2018	340,000	117,230	457,230
2019	360,000	101,740	461,740
2020	375,000	85,292	460,292
2021	390,000	67,983	457,983
2022	405,000	49,795	454,795
2023	430,000	30,590	460,590
2024	450,000	10,350	460,350
Totals	<u>\$ 3,395,000</u>	<u>\$ 740,487</u>	<u>\$ 4,135,487</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Ukiah Redevelopment Project Tax Allocation Bonds, Series 2011A - On March 8, 2011, the former RDA issued \$5,180,000 Tax Allocation Bonds, 2011 Series A. The bonds were a special obligation of the RDA payable solely from and secured by a pledge of Agency tax revenues. The bonds carry an interest rate ranging from 3.0% to 6.5%. The bond series is comprised of \$2,840,000 in serial bonds maturing annually on December 1st through the year 2021, and \$2,340,000 in term bonds maturing on December 1, 2028. The serial bonds require annual principal payments ranging from \$10,000 to \$620,000. Proceeds of the bonds were to be used to finance redevelopment activities, fund a reserve account for the bond issue and provide for the cost of issuing the bonds. The outstanding balance as of June 30, 2015 was as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 580,000	\$ 194,413	\$ 774,413
2017	620,000	168,525	788,525
2018	15,000	154,606	169,606
2019	10,000	154,000	164,000
2020	10,000	153,487	163,487
2021	10,000	152,950	162,950
2022	10,000	152,388	162,388
2023	-	152,100	152,100
2024	-	152,100	152,100
2025	420,000	138,450	558,450
2026	445,000	110,337	555,337
2027	465,000	80,763	545,763
2028	495,000	49,562	544,562
2029	515,000	16,737	531,737
Totals	<u>\$ 3,595,000</u>	<u>\$ 1,830,418</u>	<u>\$ 5,425,418</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

6) LONG-TERM DEBT - Continued

Ukiah Redevelopment Project Taxable Tax Allocation Housing Bonds, Series 2011B - On March 8, 2011, the former RDA issued \$3,250,000 Taxable Tax Allocation Bonds, 2011 Series B. The bonds were a special obligation of the RDA payable solely from RDA housing tax revenues. The bonds carry an interest rate ranging from 3.25% to 9.0%. The bond series is comprised of \$1,585,000 in serial bonds maturing annually on August 1st through the year 2021, and \$1,665,000 in term bonds maturing on August 1, 2026. The serial bonds require annual principal payments ranging from \$75,000 to \$270,000. Proceeds of the bonds were to be used to finance redevelopment activities benefiting low and moderate income housing, fund a reserve account for the bond issue and provide for the cost of issuing the bonds. The outstanding balance as of June 30, 2015 was as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2016	\$ 120,000	\$ 242,050	\$ 362,050
2017	140,000	234,225	374,225
2018	160,000	224,450	384,450
2019	180,000	212,525	392,525
2020	210,000	198,125	408,125
2021	235,000	180,850	415,850
2022	270,000	160,650	430,650
2023	300,000	136,350	436,350
2024	340,000	107,550	447,550
2025	385,000	74,925	459,925
2026	435,000	38,025	473,025
2027	205,000	9,225	214,225
Totals	<u>\$ 2,980,000</u>	<u>\$ 1,818,950</u>	<u>\$ 4,798,950</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

7) FUND BALANCE

Details of the City's governmental fund balances at June 30, 2015, are presented below:

	General Fund	Non-major Governmental Funds	Total Governmental Funds
Nonspendable:			
Prepaid Costs	\$ 25,748	\$	\$ 25,748
Loans to Employees	1,385		1,385
Advances to Other Funds	618,595		618,595
Restricted for:			
Park Facilities		77,648	77,648
Police Equipment		704,132	704,132
Street Related Projects		1,317,608	1,317,608
Low Income Housing		10,723,153	10,723,153
Transportation		108,525	108,525
Committed to:			
Assigned to:			
Repairs and Equipment		2,214,070	2,214,070
Special Programs		2,181,551	2,181,551
Unassigned	4,714,166	(232,412)	4,481,754
Total Fund Balance (Deficit)	<u>\$ 5,359,894</u>	<u>\$ 17,094,275</u>	<u>\$ 22,454,169</u>

8) RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City provides property, liability, and worker's compensation insurance through the Redwood Empire Municipal Insurance Fund (REMIF), a public entity risk pool currently operating as a common risk management and insurance program for several Northern California municipalities. The City pays quarterly and annual premiums to the REMIF for its general insurance coverage. The joint powers formation agreement of the REMIF provides that the REMIF will be self-sustaining through member premiums for liability insurance and will reinsure through commercial companies for other coverage.

REMIF is a risk sharing, self-funded pool which is a direct purchase program. The REMIF cost sharing pool provides coverage between the City's deductible and \$500,000 (liability program) and \$1,000,000 (workers' compensation program). Losses in excess of the REMIF cost sharing pool limits are covered by REMIF through the California Joint Powers Risk Management Authority and commercial insurance policies. Losses limits are \$39,500,000 (liability), \$300,000,000 (property), \$21,245,000 (boiler and machinery), \$9,990,000 (auto) and \$3,000,000 (workers' compensation) - all per occurrence. Losses exceeding these limits are the responsibility of the City.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

8) RISK MANAGEMENT - Continued

The City's deductibles are \$10,000 for worker's compensation, property and auto losses, and fidelity; \$25,000 for liability losses; \$5,000 for boiler and machinery losses; and \$100,000 or 5% of building value for earthquake and flood losses - all per occurrence.

Separate internal service funds are maintained by the City for the City's deductibles and allocated share of pooled costs noted above. The total cash and investments held in these funds at June 30, 2015, was \$1,229,992 which management believes is adequate to finance the City's share of any losses.

The City continues to carry commercial insurance for all other risks of loss, including employee health and accident, coverage of the Municipal Airport and bonding of certain employees and elected officials.

There are no significant reductions in insurance coverage from prior years and also there have been no settlements exceeding the insurance coverage for each of the past three fiscal years.

9) PENSION PLANS

General Information about the Pension Plans - Miscellaneous

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the City's separate Miscellaneous Plans, agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plans are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – The Plans are agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2013 Annual Actuarial Valuation Report. Details of the benefits provided can be obtained in Appendix B of the June 30, 2013 actuarial valuation report. This report is a publically available valuation report that can be obtained at CalPERS' website under Forms and Publications.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

The Plans' provisions and benefits in effect at June 30, 2015, are summarized as follows:

	Miscellaneous	
	Classic	PEPRA
	Prior to	On or after
	January 1, 2013	January 1, 2013
Hire date		
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	55	62
Monthly benefits, as a % of eligible compensation	(1)	(1)
Required employee contribution rates	8%	6.50%
Required employer contribution rates	27.96%	6.50%

(1) - Depending on years of service

Employees Covered – At June 30, 2015, the following employees were covered by the benefit terms for each Plan:

	Miscellaneous
Inactive employees or beneficiaries	
currently receiving benefits	159
Inactive employees entitled to but not yet	
receiving benefits	105
Active employees	134

Contributions – Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2014 (the measurement date), the average active employee contribution rate is 7.872 percent of annual pay, and the employer's contribution rate is 19.702 percent of annual payroll. Employer contribution rates may change if plan contracts are amended.

Net Pension Liability

The City's net pension liability for each Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the Plans is measured as of June 30, 2014, using an annual actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Actuarial Assumptions – The total pension liabilities in the June 30, 2013 actuarial valuations were determined using the following actuarial assumptions:

	<u>Miscellaneous</u>
Valuation date	June 30, 2013
Measurement date	June 30, 2014
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	7.50%
Inflation	2.75%
Payroll growth	3.00%
Projected salary increase	(1)
Investment rate of return	7.50% (2)
Mortality	(3)

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

(3) Derived using CalPERS' Membership Data for all Funds.

Discount Rate - The discount rate used to measure the total pension liability was 7.50 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.50 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long-term expected discount rate of 7.50 percent is applied to all plans in the Public Employees Retirement Fund. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. This difference was deemed immaterial to the agent multiple-employer plan.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as we have changed our methodology.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10 (1)	Real Return Years 11+ (2)
Global Equity	47%	5.25%	5.71%
Global Fixed Income	19%	0.99%	2.43%
Inflation Sensitive	6%	0.45%	3.36%
Private Equity	12%	6.83%	6.95%
Real Estate	11%	4.50%	5.13%
Infrastructure and Forestland	3%	4.50%	5.09%
Liquidity	2%	-0.55%	-1.05%

(1) An expected inflation of 2.5% used for this period.

(2) An expected inflation of 3.0% used for this period.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Changes in Net Pension Liability

The changes in the Net Pension Liability for the Miscellaneous Plan follows:

	Increase (Decrease)		
	Pension Plan Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2014	\$ 73,223,066	\$ 43,202,896	\$ 30,020,170
Changes in the year:			
Service cost	1,788,902	-	1,788,902
Interest on the total pension liability	5,416,497	-	5,416,497
Changes of benefit terms	-	-	-
Differences between expected and actual experience	-	-	-
Changes in assumptions	-	-	-
Contributions from the employer	-	2,193,059	(2,193,059)
Contributions from employees	-	779,732	(779,732)
Net investment income	-	7,445,055	(7,445,055)
Benefit payments, including refunds	(3,795,124)	(3,795,124)	-
Net changes	3,410,275	6,622,722	(3,212,447)
Balance at June 30, 2015	\$ 76,633,341	\$ 49,825,618	\$ 26,807,723

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.50 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.50 percent) or 1 percentage-point higher (8.50 percent) than the current rate:

	Miscellaneous
1% Decrease	6.50%
Net Pension Liability	\$ 36,484,505
Current Discount Rate	7.50%
Net Pension Liability	\$ 26,807,723
1% Increase	8.50%
Net Pension Liability	\$ 18,770,567

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2015, the City recognized pension expense for the Miscellaneous Plan of \$2,392,550. At June 30, 2015, the City reported deferred outflows of resources and deferred inflows of resources for the Miscellaneous Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 2,130,993	\$ -
Differences between actual and expected experience	-	-
Changes in assumptions	-	-
Net differences between projected and actual earnings on plan investments	-	3,411,938
Total	<u>\$ 2,130,993</u>	<u>\$ 3,411,938</u>

\$2,130,993 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	
2016	\$ (852,985)
2017	(852,985)
2018	(852,985)
2019	(852,983)
2020	-
Thereafter	-

Payable to the Pension Plan

At June 30, 2015, the District reported a payable of \$ -0- for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2015.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

General Information about the Pension Plans - Safety

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the City's separate Safety (police and fire) Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – The Plans are cost-sharing multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2013 Annual Actuarial Valuation Report. Details of the benefits provided can be obtained in Appendix B of the June 30, 2013 actuarial valuation report. This report is a publically available valuation report that can be obtained at CalPERS' website under Forms and Publications.

	Safety Police	Safety Fire	Safety PEPR
	Prior to	Prior to	On or after
Hire date	January 1, 2013	January 1, 2013	January 1, 2013
Benefit formula	3% @ 50	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50	50	57
Monthly benefits, as a % of eligible compensation	Highest single year	Highest single year	3-year average
Required employee contribution rates	9%	9%	11.5%
Required employer contribution rates	39.792%	33.818%	11.5%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2015, the contributions recognized as part of pension expense was \$1,249,532.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2015, the City reported a net pension liability for its proportionate shares of the net pension liability of \$11,522,849. The City's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2014, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

The City's proportionate share of the net pension liability as of June 30, 2013 and 2014 was as follows:

	Safety
Proportion - June 30, 2013	0.29568%
Proportion - June 30, 2014	0.30719%
Change - Increase (Decrease)	0.01151%

For the year ended June 30, 2015, the City recognized pension expense of \$1,053,088. At June 30, 2015, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 1,309,930	\$ -
Differences between actual and expected experience	-	-
Changes in assumptions	-	-
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	31,572	139,485
Net differences between projected and actual earnings on plan investments	-	2,651,622
Total	<u>\$ 1,341,502</u>	<u>\$ 2,791,107</u>

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

\$1,309,930 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	
2016	\$ (701,446)
2017	(701,446)
2018	(693,738)
2019	(662,905)
2020	-
Thereafter	-

Actuarial Assumptions – The total pension liabilities in the June 30, 2013 actuarial valuations were determined using the following actuarial assumptions:

	Safety
Valuation date	June 30, 2013
Measurement date	June 30, 2014
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	7.50%
Inflation	2.75%
Payroll growth	3.00%
Projected salary increase	(1)
Investment rate of return	7.50% (2)
Mortality	(3)

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

(3) Derived using CalPERS' Membership Data for all Funds.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2013 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Discount Rate – The discount rate used to measure the total pension liability was 7.50% for each Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.50 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.50 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10 (1)	Real Return Years 11+ (2)
Global Equity	47%	5.25%	5.71%
Global Fixed Income	19%	0.99%	2.43%
Inflation Sensitive	6%	0.45%	3.36%
Private Equity	12%	6.83%	6.95%
Real Estate	11%	4.50%	5.13%
Infrastructure and Forestland	3%	4.50%	5.09%
Liquidity	2%	-0.55%	-1.05%

(1) An expected inflation of 2.5% used for this period.

(2) An expected inflation of 3.0% used for this period.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

9) PENSION PLANS - Continued

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate –

The following presents the City's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Safety</u>
1% Decrease	6.50%
Net Pension Liability	\$ 18,220,754
Current Discount Rate	7.50%
Net Pension Liability	\$ 11,522,849
1% Increase	8.50%
Net Pension Liability	\$ 6,004,065

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plan

At June 30, 2015, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2015.

10) RELATED ORGANIZATIONS

The City is a member of various joint powers authorities that provide goods or services to the City and other authority members. Under the criteria established by GASB-14, the City does not have sufficient authority, influence or accountability over these entities to incorporate them in this annual report. Additionally, the City has determined that it has no ongoing financial interest or responsibility for any of these organizations as defined by GASB-14. The names and general functions of these joint powers are as follows:

Northern California Power Agency (NCPA) - NCPA has 14 members including municipal electric utilities, a port authority, an irrigation district, a public utility district, a transportation district; and one associate member entity. The NCPA is generally empowered to purchase, generate, transmit, distribute, and sell electrical energy. Members participate in the projects of the Agency on an elective basis. A Commission comprised of one representative for each member governs the NCPA.

The City is currently involved in several hydroelectric, geothermal and other energy related projects as a member of this agreement. The NCPA is financed by contributions from member cities, government grants and debt. The City is committed to provide substantial additional financial support for its portion of the actions and projects of the NCPA. During the year ended June 30, 2015, the City paid \$8,306,625 to the NCPA for power supplied by the agency.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

10) RELATED ORGANIZATIONS

The NCPA holds certain funds under a separate member custodial agreement - the general operating reserve. The purpose of the reserve is to allow members to fund all, or a portion, of the contingent liabilities that the NCPA faces at any given time, while providing the individual member with the flexibility to draw upon their part of the reserve, as each member individually deems appropriate. At June 30, 2015, the City's balance held in the reserve was \$6,532,349, of which \$467,663 is restricted for NCPA OPS/Security accounts. Due to the nature of the reserve held by NCPA, the reserve is recorded as an asset in the Electric Fund as Investment in NCPA reserve.

Mendocino Transit Authority - This Agency consists of four Mendocino County cities and the County of Mendocino. The Agency was created to apply for and receive Transportation Development Act, Urban Mass Transportation Act, and other funds as a public transportation operator and to provide public transportation services within Mendocino County. Its activities are primarily financed from fare box revenue and federal and state government grants. A Board of Directors comprised of one member from each city and three members that are appointed by the Mendocino County Board of Supervisors governs the Authority.

Redwood Empire Financing Authority (REFA) - This is an agreement between seven Northern California cities. The Authority is authorized to acquire, through lease purchase, installment sale agreements, or otherwise such property necessary or convenient for the operation of the member cities. A Commission comprised of one member appointed by each member city administers the Authority. As explained previously, the City has entered into various financing arrangements with REFA.

Redwood Empire Municipal Insurance Fund (REMIF) - A group of Northern California cities participate in this agreement to provide themselves with various levels of liability, property and worker's compensation insurance. A Commission comprised of one member appointed by each member city administers the Authority. As explained previously, the City provides for its general and workers' compensation insurance needs through REMIF. Annual premiums paid to the Authority were \$1,178,081. During the year, the City received no distribution from REMIF's liability insurance program.

Transmission Agency of Northern California (TANC) - Members include ten cities, one electric co-op, two irrigation districts, and two public utility districts. The Agency was created to provide electric transmission or other facilities, including real property and rights of way, for the use of its members. A Commission comprised of one representative appointed by each member governs the Agency. The City has authorized its participation in the project up to one percent (1%) of the total.

Mendocino Solid Waste Management Authority (MSWMA) - This Authority consists of three Mendocino County cities and the County of Mendocino. The Agency was created for the purpose of: (a) siting, licensing, developing, constructing, maintaining, and operating disposal sites and sanitary landfills and (b) preparing and implementing a solid waste management plan. A Commission comprised of one member from each city and two members that are appointed by the Mendocino County Board of Supervisors governs the Authority.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

11) CONTINGENCIES

On October 18, 2013, the Ukiah Valley Sanitation District ("District") filed a complaint in the Mendocino County Superior Court seeking in excess of \$20 million alleging that the City overcharged the District for services provided by the City pursuant to a series of agreements, beginning in 1967. The District has alleged that the City has breached various clauses in each of the agreements and amendments entered into from 1967 through 2011. In response, The City has filed a demurrer to the complaint contending the District has failed to allege sufficient facts to avoid the time bar in the Torts Claims Act which required the District to file its claim within one year of when its causes of action accrued. Management is attempting to mediate the dispute to prevent the potential substantial defense costs should the case go to trial. If the case cannot be settled through mediation, the City intends to vigorously contest the District's claim. Management is of the opinion that it is more likely than not that the District will not prevail.

Amounts received from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

12) LANDFILL CLOSURE AND POSTCLOSURE COSTS

State and federal laws and regulations require that the City place a final cover on its landfill when closed and perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. In addition to operating expenses related to current activities of the landfill, an expense provision and related liability are being recognized based on the future closure and postclosure care costs that will be incurred near or after the landfill no longer accepts waste. The recognition of these landfill closure and postclosure care costs is based on the amount of landfill used during the year. The estimated liability for landfill closure and postclosure care costs has a balance of \$14,700,370 (including \$634,925 for corrective action liability) as of June 30, 2015, which is based on 100.0% usage (filled) of the landfill. This estimated total current cost of the landfill closure and postclosure care is based on the amount that would be paid if all equipment, facilities, and services required to close, monitor, and maintain the landfill were acquired as of June 30, 2015, as determined by the last engineering study performed. However, the actual cost of closure and postclosure care may change due to inflation, changes in technology, or changes in landfill laws and regulations.

The City is required by state and federal laws and regulations to make annual contributions to finance closure and postclosure care. The City is in compliance with these requirements, and at June 30, 2015, held \$8,537,524 within its pooled investments designated for these purposes. The City has made a pledge of future service revenues for anticipated remaining expected costs, future inflation costs, and any additional costs that might arise from changes in postclosure requirements (due to changes in technology or more rigorous environmental regulations, for example).

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

13) SERVICE CONTRACTS

The City has entered into several agreements to provide services to the citizens of the City and surrounding areas. The general purpose and description of these contract agreements are as follows:

The City has entered into an agreement with the Ukiah Valley Fire District ("UVFD") to provide firefighting, emergency medical response and hazardous material response services within the corporate limits of the City. The current interim agreement commenced January 1, 2014 and terminates December 31, 2015. Under the terms of the agreement the City will provide fulltime and temporary fire personnel and use of City fire engines, rolling stock and related equipment to the UVFD, as well as making City facilities available to the UVFD. Fire personnel will remain employees of the City, and the City will continue to own all the equipment and facilities affected by the agreement. The UVFD will be responsible for day-to-day management and administration. The City will share in the cost for the employment of the Fire Chief, as well as certain fixed and reimbursable costs. For the year ended June 30, 2015, the City paid \$516,180 under the term of the agreement.

The City has entered into a leasing agreement with Tayman Park Golf Group, Inc. ("Lessee") to operate, manage, repair and maintain the City's municipal golf course. The lease includes the 18 hole golf course, clubhouse, and shared usage of City equipment. The Lessee is responsible to provide all services, maintenance, and administration –including setting user fees – for the normal operation of the course. The initial term of the agreement is ten years commencing July 1, 2012, with an option for two (2) additional five (5) year extensions, and cancellable by either party in the event of default. The Lessee must pay to the City rent based on a percentage of gross revenues from course operations and concessions, and reimburse the City for personnel and equipment provided by the City. In addition, the Lessee annually must contribute \$40,000 to a Capital Improvement Project for the benefit of the golf course. For the year ended June 30, 2015, the City received \$69,457 in rents. The City reports activities of the golf course as a nonmajor enterprise fund. The cost and carrying amount of assets lease under this agreement were as follows:

	Cost	Accumulated Depreciation	Carrying Value
Land	\$ 1,001,350	\$ -	\$ 1,001,350
Land Improvements	308,753	302,753	6,000
Infrastructure Systems:	178,259	178,259	-
Building and Improvements	105,992	85,417	20,575
Rolling Equipment	28,006	28,006	-
Machinery and Equipment	30,390	30,390	-
	<u>\$ 1,652,750</u>	<u>\$ 624,825</u>	<u>\$ 1,027,925</u>
Total	<u>\$ 1,652,750</u>	<u>\$ 624,825</u>	<u>\$ 1,027,925</u>

The City has granted Ukiah Waste Solutions a franchise for mandatory residential and optional commercial garbage collection and disposal. The City has also contracted with Ukiah Waste Solutions to provide a citywide recycling program. The City acts as billing and collecting agent for the residential accounts of Ukiah Waste Solutions. Amounts held by the City on behalf of the corporation are accounted for in the Agency funds.

The City has contracted with the Ukiah Valley Sanitation District to provide processing of the District's wastewater. In addition, the City provides billing, collection and other direct maintenance services for the District. District assets held by the City are accounted for in the Agency funds.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

14) RESTATEMENT OF NET POSITION/PRIOR PERIOD ADJUSTMENTS

The restatement of net position in the Statement of Activities is the result of the following adjustments:

Governmental Activities		Business-type Activities	
\$ (32,472,354)	(1)	\$ 10,471,024	(3)
7,085,528	(2)	(8,348,133)	(1)
348,637	(4)	-	
<u>\$ (25,038,189)</u>		<u>\$ 2,122,891</u>	

- (1) The City implemented Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions*, in fiscal year 2014-15. As a result, the beginning net position in the Statement of Activities was restated by \$32,472,354 and \$8,348,133 in the Governmental Activities and Business-type Activities, respectively, to reflect the cumulative effect of applying this statement. The adjustment of \$8,348,133 related to the Business-type Activities is a result of the adjustment to the Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds of \$3,339,253, \$2,504,440, and \$2,504,440 in the Electric, Water, and Sewer Funds, respectively.
- (2) Long-term loans receivable and land held for resale were offset with unearned revenue in the prior year. This adjustment is to record these balances as a component of net position. In addition, this adjustment is reflected in the Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds. The adjustment to the Non-major Governmental Funds is the result of moving long-term receivables and land held for resale, previously recorded as deferred inflows – unavailable revenues, to restricted fund balance.
- (3) The City is a member of the Northern California Power Agency (NCPA) for the purchase of electric energy. Under certain agency, power and custodial agreements with the NCPA, the City is required to maintain a General Operating Reserve to fund contingent liabilities and certain security accounts. Under the terms of the custodial agreement, the City has constructive control and may draw down on the General Operating Reserve. The adjustment of \$10,471,024 is to reflect the beginning balance of the Investment in the NCPA Reserves as of July 1, 2014. As of June 30, 2014, the City's portion of the General Operating Reserve was \$10,471,024, of which \$433,912 was restricted for NCPA OPS/Security accounts.
- (4) In prior years, the City reported amounts set aside for unemployment claims as a liability in a Private-purpose Trust Fund. These amounts are now shown in the internal service funds. The \$348,637 represents the amount set aside for unemployment claims and recorded as a liability as of June 30, 2014, this is an adjustment to beginning net position in the Governmental Activities and the Internal Service Funds as amounts set aside to pay for unemployment claims in future years.

In addition, the prior period adjustment of \$659,324 in the General Fund on the Statement of Revenues, Expenditures and Changes in Fund Balances was to remove the beginning balance of compensated absences from the General Fund.

A prior period adjustment of \$242,415 was recorded in the Successor Agency Private-purpose Trust Fund to write-off bond discounts from prior years.

City of Ukiah
Notes to Financial Statements
Year Ended June 30, 2015

15) SUBSEQUENT EVENTS

In March 2016, the City issued \$11,155,000 in Water Revenue Refunding Bonds for the purpose of refunding the Installment agreement obligation with the Association of Bay Area Governments (ABAG) outstanding 2005 Water and Wastewater Revenue Bonds Series A.

Required Supplementary Information

City of Ukiah
Required Supplementary Information
June 30, 2015

**Schedule of Changes in the Net Pension Liability and
Related Ratios - Last 10 Years*
Agent Multiple Employer Plans**

	<u>2015</u>
Total Pension Liability	
Service cost	\$ 1,788,902
Interest on total pension liability	5,416,497
Differences between expected and actual experience	-
Changes in assumptions	-
Changes in benefits	-
Benefit payments, including refunds	<u>(3,795,124)</u>
Net change in total pension liability	3,410,275
Total pension liability - beginning	<u>73,223,066</u>
Total pension liability - ending (a)	<u><u>\$ 76,633,341</u></u>
 Plan Fiduciary Net Position	
Contributions - employer	\$ 2,193,059
Contributions - employee	779,732
Net investment income	7,445,055
Benefit payments	<u>(3,795,124)</u>
Net change in plan fiduciary net position	6,622,722
Plan fiduciary net position - beginning	<u>43,202,896</u>
Plan fiduciary net position - ending (b)	<u><u>\$ 49,825,618</u></u>
 Net pension liability - ending (a) - (b)	<u><u>\$ 26,807,723</u></u>
 Plan fiduciary net position as a percentage of the total pension liability	 65.02%
 Covered - employee payroll	 \$ 8,340,257
 Net pension liability as percentage of covered-employee payroll	 321.43%

* - Fiscal Year 2015 was the first year of implementation, therefore, only one year is shown.

City of Ukiah
Required Supplementary Information
June 30, 2015

Schedule of Contributions
Last 10 Years*
Agent Multiple Employer Plans

	2015
Actuarially determined contribution	\$ 2,193,059
Contributions in relation to the actuarially determined contributions	\$ 2,193,059
Contribution deficiency (excess)	\$ -
Covered-employee payroll	\$ 8,340,257
Contributions as a percentage of covered-employee payroll	26.29%

Notes to schedule

Valuation date: June 30, 2013

*Fiscal year 2015 is the first year of implementation, therefore only one year of information is available.

City of Ukiah
Required Supplementary Information
June 30, 2015

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
COST SHARING PLANS
Last 10 Years*

	Safety Risk Pool 2015
Proportion of the Net Pension Liability	0.18518%
Proportionate Share of Net Pension Liability	\$ 11,522,849
Covered - Employee Payroll	\$ 3,330,571
Proportionate Share of the Net Pension Liability as a percentage of Payroll	345.97%
Plan's Fiduciary Net Position	\$ 38,481,097
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	79.27%

* - Fiscal Year 2015 was the first year of implementation, therefore, only one year is shown.

City of Ukiah
Required Supplementary Information
June 30, 2015

SCHEDULE OF PLAN CONTRIBUTIONS
COST SHARING PLANS
Last 10 Years*

	2015
Contractually Required Contributions (actuarially determined)	\$ 1,053,462
Contributions in Relation to the Actuarially Determined Contributions	1,053,462
Contribution Deficiency (Excess)	\$ -
Covered-Employee Payroll	\$ 3,330,571
Contributions as a Percentage of Covered Employee Payroll	31.63%

Notes to the Schedule of Plan Contributions

Valuation Date: 6/30/2013

*Fiscal year 2015 is the first year of implementation, therefore only one year of information is available.

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Taxes:				
Property Taxes	\$ 4,961,527	\$ 4,961,527	\$ 3,729,370	\$(1,232,157)
Sales Taxes	3,561,797	3,561,797	5,976,938	2,415,141
Transient Occupancy Taxes	814,331	814,331	1,061,823	247,492
Franchise Fees	1,623,485	1,623,485	1,643,559	20,074
Business License Taxes	326,875	326,875	364,491	37,616
Property Transfer Tax	30,000	30,000	39,684	9,684
Licenses and Permits	268,294	268,294	186,012	(82,282)
Fines and Forfeitures	64,645	64,645	58,692	(5,953)
Interest, Rents and Concession	158,955	158,955	219,696	60,741
Intergovernmental	1,347,595	1,347,595	183,021	(1,164,574)
Charges for Services	980,150	980,150	882,761	(97,389)
Miscellaneous	67,402	67,402	147,815	80,413
Total Revenues	14,205,056	14,205,056	14,493,862	288,806
EXPENDITURES				
Current:				
General Government	2,309,813	1,315,569	838,891	476,678
Public Safety	8,655,113	9,409,582	9,753,881	(344,299)
Public Works	2,042,241	2,156,840	2,010,958	145,882
Housing and Community Development	162,362	164,449	202,683	(38,234)
Parks and Recreation	1,893,105	1,954,123	1,981,999	(27,876)
Capital Outlay	277,000	374,093	311,333	62,760
Total Expenditures	15,339,634	15,374,656	15,099,745	274,911
Excess (Deficiency) of Revenues over Expenditures	(1,134,578)	(1,169,600)	(605,883)	563,717
OTHER FINANCING SOURCES (USES)				
Transfers	239,000	272,151	712,151	440,000
Transfers Out	-	-	(461,800)	(461,800)
Total Other Financing Sources (Uses)	239,000	272,151	250,351	(21,800)
Net Change in Fund Balances	(895,578)	(897,449)	(355,532)	541,917
Fund Balance, Beginning of Year	5,056,102	5,056,102	5,056,102	-
Prior Period Adjustment	-	-	659,324	659,324
Fund Balance, End of Year	\$ 4,160,524	\$ 4,158,653	\$ 5,359,894	\$ 1,201,241

City of Ukiah
Notes to Required Supplementary Information
June 30, 2015

Budgetary Data

General Budget Policies

The City Council approves the annual budget submitted by the City Manager prior to the beginning of the new fiscal year. Public hearings are conducted prior to its adoption by Council. Supplemental appropriations, where required during the period, are also approved by the Council. There were several supplemental appropriations required during the year. At fiscal year-end, all operating budget appropriations lapse.

Expenditures are monitored at the fund level for all funds with a legally adopted budget. These levels are considered the legal level of control.

Department heads are authorized to transfer budgeted amounts within their departments, within the same fund, with the approval of the City Manager. Transfers of appropriations between departments may be made only by authority of the City Manager. Transfers of appropriations between funds may be made only by authority of the City Council. Formal budgetary integration is employed as a management control device during the fiscal year for all governmental funds.

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds except for certain special revenue and capital projects funds, which adopt project-length budgets.

Encumbrances

Encumbrances are estimations of costs related to unperformed contracts for goods and services. These commitments are recorded for budgetary control purposes in the General, Special Revenue and similar governmental funds. Encumbrances outstanding at year-end are reported as a committed fund balance. They represent the estimated amount of the expenditure ultimately to result if unperformed contracts in process at year-end are completed. They do not constitute expenditures or estimated liabilities.

The City did not adopt a budget for the Observatory Park Special Revenue Fund, the Playground and Park Amenities Special Revenue Fund, the Swimming Pool Special Revenue Fund, the Softball Complex Special Revenue Fund, the Local Law Enforcement Special Revenue Fund, the Asset Forfeiture Special Revenue Fund, the Special Police Special Revenue Fund, the Signalization Special Revenue Fund, the Gas Tax Special Revenue Funds, the STIP Augmentation Special Revenue Fund, the FEMA Special Revenue Fund, the State STP Special Revenue Fund, the LMIHF Housing Asset Special Revenue Fund and the City Housing Bond Proceeds Capital Projects Fund.

Optional Supplementary Information

*Nonmajor funds combining financial statements,
budgetary schedules, combining internal service funds,
and combining fiduciary funds.*

City of Ukiah
Combining Balance Sheet
Non-major Governmental Funds
June 30, 2015

	Special Revenue			
	Park Development	Anton Stadium	Observatory Park	Playground and Park Amenities
ASSETS				
Cash and Investments	\$ 21,838	\$ 38,559	\$ -	\$ 2,498
Cash with Fiscal Agent	-	-	-	-
Receivables:				
Accounts	-	-	-	-
Intergovernmental	-	-	-	-
Long-term Notes	-	-	-	-
Land Held for Resale	-	-	-	-
Total Assets	<u>\$ 21,838</u>	<u>\$ 38,559</u>	<u>\$ -</u>	<u>\$ 2,498</u>
LIABILITIES				
Accounts Payable	\$ -	\$ 2,676	\$ -	\$ -
Accrued Salaries and Benefits	-	-	-	-
Due to Other Funds	-	-	136	-
Advances from Other Funds	-	-	-	-
Total Liabilities	<u>-</u>	<u>2,676</u>	<u>136</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues - Grants	-	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES				
Restricted	21,838	35,883	-	2,498
Assigned	-	-	-	-
Unassigned	-	-	(136)	-
Total Fund Balances	<u>21,838</u>	<u>35,883</u>	<u>(136)</u>	<u>2,498</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 21,838</u>	<u>\$ 38,559</u>	<u>\$ -</u>	<u>\$ 2,498</u>

Special Revenue						
Swimming Pool	Riverside Park	State Park	Softball Complex	Museum Grants Prop 84	Asset Seizure	Supplemental Law Enforcement
\$ 10,831	\$ -	\$ 11,066	\$ 6,363	\$ -	\$ 136,086	\$ -
-	-	-	-	-	-	-
-	-	-	-	-	4,805	-
-	-	-	-	-	-	8,456
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>\$ 10,831</u>	<u>\$ -</u>	<u>\$ 11,066</u>	<u>\$ 6,363</u>	<u>\$ -</u>	<u>\$ 140,891</u>	<u>\$ 8,456</u>
\$ -	\$ -	\$ -	\$ -	\$ 14,919	\$ 6,456	\$ 2,500
-	-	-	-	-	655	4,463
-	20	-	-	8,827	-	8,924
148,000	-	-	-	-	-	-
<u>148,000</u>	<u>20</u>	<u>-</u>	<u>-</u>	<u>23,746</u>	<u>7,111</u>	<u>15,887</u>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	11,066	6,363	-	133,780	-
-	-	-	-	-	-	-
(137,169)	(20)	-	-	(23,746)	-	(7,431)
<u>(137,169)</u>	<u>(20)</u>	<u>11,066</u>	<u>6,363</u>	<u>(23,746)</u>	<u>133,780</u>	<u>(7,431)</u>
<u>\$ 10,831</u>	<u>\$ -</u>	<u>\$ 11,066</u>	<u>\$ 6,363</u>	<u>\$ -</u>	<u>\$ 140,891</u>	<u>\$ 8,456</u>

Continued

City of Ukiah
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2015

	Special Revenue			
	Local Law Enforcement Block Grant	Asset Forfeiture 11470.2 H&S	Special Police	Special Revenue
ASSETS				
Cash and Investments	\$ -	\$ 172,301	\$ 70,772	\$ 611,167
Cash with Fiscal Agent	-	-	-	-
Receivables:				
Accounts	-	-	-	-
Intergovernmental	-	-	31,250	115,990
Long-term Notes	-	-	-	-
Land Held for Resale	-	-	-	-
Total Assets	<u>\$ -</u>	<u>\$ 172,301</u>	<u>\$ 102,022</u>	<u>\$ 727,157</u>
LIABILITIES				
Accounts Payable	\$ -	\$ 127,288	\$ -	\$ 207,245
Accrued Salaries and Benefits	-	-	-	-
Due to Other Funds	16,331	-	-	-
Advances from Other Funds	-	-	-	-
Total Liabilities	<u>16,331</u>	<u>127,288</u>	<u>-</u>	<u>207,245</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues - Grants	-	-	-	111,479
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>111,479</u>
FUND BALANCES				
Restricted	-	45,013	102,022	408,433
Assigned	-	-	-	-
Unassigned	(16,331)	-	-	-
Total Fund Balances	<u>(16,331)</u>	<u>45,013</u>	<u>102,022</u>	<u>408,433</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ -</u>	<u>\$ 172,301</u>	<u>\$ 102,022</u>	<u>\$ 727,157</u>

Special Revenue						
ARC General Operating	Signalization	Gas Tax 2106	Gas Tax 2107	Gas Tax 2107.5	Gas Tax 2105	STIP Augmentation
\$ 1,798	\$ 421,716	\$ -	\$ 8,448	\$ 197	\$ 66,007	\$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>\$ 1,798</u>	<u>\$ 421,716</u>	<u>\$ -</u>	<u>\$ 8,448</u>	<u>\$ 197</u>	<u>\$ 66,007</u>	<u>\$ -</u>
\$ 25,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
516	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>25,935</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	421,716	-	8,448	197	66,007	-
-	-	-	-	-	-	-
<u>(24,137)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>(24,137)</u>	<u>421,716</u>	<u>-</u>	<u>8,448</u>	<u>197</u>	<u>66,007</u>	<u>-</u>
<u>\$ 1,798</u>	<u>\$ 421,716</u>	<u>\$ -</u>	<u>\$ 8,448</u>	<u>\$ 197</u>	<u>\$ 66,007</u>	<u>\$ -</u>

Continued

City of Ukiah
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2015

	Special Revenue			
	CDBG Grants	HOME Grants	FEMA Grants	SB325 Reimbursement
ASSETS				
Cash and Investments	\$ 125,201	\$ 6,408	\$ -	\$ 44,806
Cash with Fiscal Agent	-	-	-	-
Receivables:				
Accounts	9,811	-	-	21,416
Intergovernmental	97,255	-	31,224	80,286
Long-term Notes	1,946,484	1,536,968	-	-
Land Held for Resale	-	-	-	-
Total Assets	\$ 2,178,751	\$ 1,543,376	\$ 31,224	\$ 146,508
LIABILITIES				
Accounts Payable	\$ -	\$ -	\$ -	\$ 37,983
Accrued Salaries and Benefits	-	-	-	-
Due to Other Funds	-	-	12,740	-
Advances from Other Funds	-	-	-	-
Total Liabilities	-	-	12,740	37,983
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues - Grants	-	-	3,600	-
Total Deferred Inflows of Resources	-	-	3,600	-
FUND BALANCES				
Restricted	2,178,751	1,543,376	14,884	108,525
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	2,178,751	1,543,376	14,884	108,525
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 2,178,751	\$ 1,543,376	\$ 31,224	\$ 146,508

Special Revenue				Capital Projects		
State STP	Congestion Relief	Museum	LMIHF Housing Asset	Equipment Reserve	Special Project Reserve	Capital Improvement
\$ 108,327	\$ 757,830	\$ -	\$ 37,432	\$ 2,221,727	\$ 2,183,231	\$ -
-	-	-	-	-	-	-
-	-	-	-	-	1,500	-
-	-	-	-	-	-	-
-	-	-	1,738,156	-	-	-
-	-	-	2,435,114	-	-	-
<u>\$ 108,327</u>	<u>\$ 757,830</u>	<u>\$ -</u>	<u>\$ 4,210,702</u>	<u>\$ 2,221,727</u>	<u>\$ 2,184,731</u>	<u>\$ -</u>
\$ -	\$ -	\$ 10,410	\$ -	\$ 7,657	\$ 3,180	\$ -
-	-	3,213	-	-	-	-
-	-	9,819	-	-	-	-
-	-	-	-	-	-	-
-	-	23,442	-	7,657	3,180	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
108,327	757,830	-	4,210,702	-	-	-
-	-	-	-	2,214,070	2,181,551	-
-	-	(23,442)	-	-	-	-
<u>108,327</u>	<u>757,830</u>	<u>(23,442)</u>	<u>4,210,702</u>	<u>2,214,070</u>	<u>2,181,551</u>	<u>-</u>
<u>\$ 108,327</u>	<u>\$ 757,830</u>	<u>\$ -</u>	<u>\$ 4,210,702</u>	<u>\$ 2,221,727</u>	<u>\$ 2,184,731</u>	<u>\$ -</u>

Continued

City of Ukiah
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2015

	Capital Projects City Housing Bond Proceeds	Total Non-major Funds
ASSETS		
Cash and Investments	\$ -	\$ 7,064,609
Cash with Fiscal Agent	2,745,407	2,745,407
Receivables:		
Accounts	-	37,532
Intergovernmental	-	364,461
Long-term Notes	-	5,221,608
Land Held for Resale	-	2,435,114
 Total Assets	 <u>\$ 2,745,407</u>	 <u>\$ 17,868,731</u>
LIABILITIES		
Accounts Payable	\$ -	\$ 445,733
Accrued Salaries and Benefits	-	8,847
Due to Other Funds	-	56,797
Advances from Other Funds	-	148,000
 Total Liabilities	 <u>-</u>	 <u>659,377</u>
DEFERRED INFLOWS OF RESOURCES		
Unavailable Revenues - Grants	-	115,079
 Total Deferred Inflows of Resources	 <u>-</u>	 <u>115,079</u>
FUND BALANCES		
Restricted	2,745,407	12,931,066
Assigned	-	4,395,621
Unassigned	-	(232,412)
 Total Fund Balances	 <u>2,745,407</u>	 <u>17,094,275</u>
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 <u>\$ 2,745,407</u>	 <u>\$ 17,868,731</u>

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City of Ukiah
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds
Year Ended June 30, 2015

	Special Revenue			
	Park Development	Anton Stadium	Observatory Park	Playground and Park Amenities
REVENUES				
Interest, Rents and Concessions	\$ 102	\$ 196	\$ (137)	\$ 78
Intergovernmental	-	100,000	-	-
Charges for Services	-	2,609	-	-
Miscellaneous	-	-	4,000	-
Total Revenues	102	102,805	3,863	78
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Public Works	-	-	-	-
Housing and Community Development	-	-	-	-
Parks and Recreation	-	2,842	-	-
Capital Outlay	-	32,756	-	-
Total Expenditures	-	35,598	-	-
Excess (Deficiency) of Revenues Over Expenditures	102	67,207	3,863	78
OTHER FINANCING SOURCES (USES)				
Transfers In	-	28,781	32,823	-
Transfers Out	(5,439)	-	-	(26,135)
Total Other Financing Sources (Uses)	(5,439)	28,781	32,823	(26,135)
Net Change in Fund Balances	(5,337)	95,988	36,686	(26,057)
Fund Balances, Beginning of Year	27,175	(60,105)	(36,822)	28,555
Prior Period Adjustments	-	-	-	-
Fund Balances, End of Year	\$ 21,838	\$ 35,883	\$ (136)	\$ 2,498

Special Revenue						
Swimming Pool	Riverside Park	State Park	Softball Complex	Museum Grants Prop 84	Asset Seizure	Supplemental Law Enforcement
\$ 82	\$ (20)	\$ 52	\$ 30	\$ (962)	\$ 56	\$ (69)
-	-	-	-	445,905	189,939	112,763
-	-	-	-	-	-	-
20	-	1,098	-	-	-	-
102	(20)	1,150	30	444,943	189,995	112,694
-	-	-	-	-	-	-
-	-	-	-	-	143,492	176,172
-	-	-	-	-	-	-
-	-	-	-	-	-	-
8,017	-	2,843	-	306,064	-	-
-	-	-	-	-	-	-
8,017	-	2,843	-	306,064	143,492	176,172
(7,915)	(20)	(1,693)	30	138,879	46,503	(63,478)
-	5,439	-	-	-	-	-
-	-	-	-	-	-	-
-	5,439	-	-	-	-	-
(7,915)	5,419	(1,693)	30	138,879	46,503	(63,478)
(129,254)	(5,439)	12,759	6,333	(162,625)	87,277	56,047
-	-	-	-	-	-	-
<u>\$ (137,169)</u>	<u>\$ (20)</u>	<u>\$ 11,066</u>	<u>\$ 6,363</u>	<u>\$ (23,746)</u>	<u>\$ 133,780</u>	<u>\$ (7,431)</u>

Continued

City of Ukiah
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2015

	Special Revenue			
	Local Law Enforcement Block Grant	Asset Forfeiture 11470.2 H&S	Special Police	Special Revenue
REVENUES				
Interest, Rents and Concessions	\$ (99)	\$ 983	\$ (397)	\$ 1,896
Intergovernmental	-	8,575	125,000	712,357
Charges for Services	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	(99)	9,558	124,603	714,253
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	154,702	802	-
Public Works	-	-	-	-
Housing and Community Development	-	-	-	-
Parks and Recreation	-	-	-	-
Capital Outlay	-	-	-	1,361,845
Total Expenditures	-	154,702	802	1,361,845
Excess (Deficiency) of Revenues Over Expenditures	(99)	(145,144)	123,801	(647,592)
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(99)	(145,144)	123,801	(647,592)
Fund Balances, Beginning of Year	(16,232)	190,157	(21,779)	1,056,025
Prior Period Adjustments	-	-	-	-
Fund Balances, End of Year	<u>\$ (16,331)</u>	<u>\$ 45,013</u>	<u>\$ 102,022</u>	<u>\$ 408,433</u>

Special Revenue

ARC General Operating	Signalization	Gas Tax 2106	Gas Tax 2107	Gas Tax 2107.5	Gas Tax 2105	STIP Augmentation
\$ 64,907	\$ 2,020	\$ 356	\$ 48	\$ 1	\$ (93)	\$ -
-	-	65,718	112,199	4,000	87,668	-
32,004	48	-	-	-	-	-
-	-	-	-	-	-	-
96,911	2,068	66,074	112,247	4,001	87,575	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
94,135	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
94,135	-	-	-	-	-	-
2,776	2,068	66,074	112,247	4,001	87,575	-
-	-	-	-	-	-	49,576
-	-	(108,947)	(126,053)	(4,000)	(49,576)	-
-	-	(108,947)	(126,053)	(4,000)	(49,576)	49,576
2,776	2,068	(42,873)	(13,806)	1	37,999	49,576
(26,913)	419,648	42,873	22,254	196	28,008	(49,576)
-	-	-	-	-	-	-
\$ (24,137)	\$ 421,716	\$ -	\$ 8,448	\$ 197	\$ 66,007	\$ -

Continued

City of Ukiah
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2015

	Special Revenue			
	CDBG Grants	HOME Grants	FEMA Grants	SB325 Reimbursement
REVENUES				
Interest, Rents and Concessions	\$ 1,975	\$ (530)	\$ -	\$ -
Intergovernmental	310,547	311,555	27,624	101,702
Charges for Services	-	-	-	-
Miscellaneous	-	21,546	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues	<u>312,522</u>	<u>332,571</u>	<u>27,624</u>	<u>101,702</u>
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Public Works	-	-	-	101,712
Housing and Community Development	22,823	8,280	-	-
Parks and Recreation	-	-	-	-
Capital Outlay	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>22,823</u>	<u>8,280</u>	<u>-</u>	<u>101,712</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>289,699</u>	<u>324,291</u>	<u>27,624</u>	<u>(10)</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balances	289,699	324,291	27,624	(10)
Fund Balances, Beginning of Year	175,770	6,938	(12,740)	108,535
Prior Period Adjustments	<u>1,713,282</u>	<u>1,212,147</u>	<u>-</u>	<u>-</u>
Fund Balances, End of Year	<u>\$ 2,178,751</u>	<u>\$ 1,543,376</u>	<u>\$ 14,884</u>	<u>\$ 108,525</u>

Special Revenue				Capital Projects		
State STP	Congestion Relief	Museum	LMIHF Housing Asset	Equipment Reserve	Special Project Reserve	Capital Improvement
\$ -	\$ 3,440	\$ 1,972	\$ 12,171	\$ 13,490	\$ 11,019	\$ (316)
-	149,828	-	-	-	-	-
-	-	36,883	-	78,652	-	-
-	-	45,000	13,172	-	-	-
-	153,268	83,855	25,343	92,142	11,019	(316)
-	-	9,819	-	3,370	-	-
-	-	-	-	-	-	-
-	128,409	-	-	-	96,310	-
-	-	-	-	-	-	-
-	-	391,141	-	-	-	-
-	-	-	-	28,495	-	4,718
-	128,409	400,960	-	31,865	96,310	4,718
-	24,859	(317,105)	25,343	60,277	(85,291)	(5,034)
-	-	461,800	-	7,000	-	51,638
-	-	-	-	(509,521)	(87,107)	-
-	-	461,800	-	(502,521)	(87,107)	51,638
-	24,859	144,695	25,343	(442,244)	(172,398)	46,604
108,327	732,971	(168,137)	25,260	2,656,314	2,353,949	(46,604)
-	-	-	4,160,099	-	-	-
<u>\$ 108,327</u>	<u>\$ 757,830</u>	<u>\$ (23,442)</u>	<u>\$ 4,210,702</u>	<u>\$ 2,214,070</u>	<u>\$ 2,181,551</u>	<u>\$ -</u>

Continued

City of Ukiah
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2015

	Capital Projects City Housing Bond Proceeds	Total Non-major Funds
REVENUES		
Interest, Rents and Concessions	\$ 1,098	\$ 113,349
Intergovernmental	-	2,865,380
Charges for Services	-	150,196
Miscellaneous	-	84,836
Total Revenues	1,098	3,213,761
EXPENDITURES		
Current:		
General Government	-	13,189
Public Safety	-	475,168
Public Works	-	326,431
Housing and Community Development	-	125,238
Parks and Recreation	-	710,907
Capital Outlay	-	1,427,814
Total Expenditures	-	3,078,747
Excess (Deficiency) of Revenues Over Expenditures	1,098	135,014
OTHER FINANCING SOURCES (USES)		
Transfers In	-	637,057
Transfers Out	-	(916,778)
Total Other Financing Sources (Uses)	-	(279,721)
Net Change in Fund Balances	1,098	(144,707)
Fund Balances, Beginning of Year	2,744,309	10,153,454
Prior Period Adjustments	-	7,085,528
Fund Balances, End of Year	<u>\$ 2,745,407</u>	<u>\$ 17,094,275</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Park Development Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 102	\$ 102
Total Revenues	-	-	102	102
EXPENDITURES				
Current:				
Parks and Recreation	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues over Expenditures	-	-	102	102
OTHER FINANCING SOURCES (USES)				
Transfers In	91,843	91,843	-	(91,843)
Transfers Out	-	-	(5,439)	(5,439)
Total Other Financing Sources (Uses)	91,843	91,843	(5,439)	(97,282)
Net Change in Fund Balance	91,843	91,843	(5,337)	(97,180)
Fund Balance, Beginning of Year	27,175	27,175	27,175	-
Fund Balance, End of Year	<u>\$ 119,018</u>	<u>\$ 119,018</u>	<u>\$ 21,838</u>	<u>\$ (97,180)</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Anton Stadium Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 196	\$ 196
Intergovernmental	10,000	10,000	100,000	(90,000)
Charges for Services	5,000	5,000	2,609	2,391
Total Revenues	15,000	15,000	102,805	87,805
EXPENDITURES				
Current:				
Parks and Recreation	-	-	2,842	(2,842)
Capital Outlay	60,000	63,223	32,756	30,467
Total Expenditures	60,000	63,223	35,598	27,625
Excess (Deficiency) of Revenues over Expenditures	(45,000)	(48,223)	67,207	115,430
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	28,781	28,781
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	28,781	28,781
Net Change in Fund Balance	(45,000)	(48,223)	95,988	144,211
Fund Balance, Beginning of Year	(60,105)	(60,105)	(60,105)	-
Fund Balance, End of Year	<u>\$ (105,105)</u>	<u>\$ (108,328)</u>	<u>\$ 35,883</u>	<u>\$ 144,211</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Skate Park Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 52	\$ 52
Miscellaneous	-	-	1,098	1,098
Total Revenues	-	-	1,150	1,150
EXPENDITURES				
Current:				
Parks and Recreation	12,860	12,860	2,843	10,017
Capital Outlay	-	-	-	-
Total Expenditures	12,860	12,860	2,843	10,017
Excess (Deficiency) of Revenues over Expenditures	(12,860)	(12,860)	(1,693)	11,167
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(12,860)	(12,860)	(1,693)	11,167
Fund Balance, Beginning of Year	12,759	12,759	12,759	-
Fund Balance, End of Year	<u>\$ (101)</u>	<u>\$ (101)</u>	<u>\$ 11,066</u>	<u>\$ 11,167</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Museum Grants Prop 84 Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ (962)	\$ (962)
Intergovernmental	-	-	445,905	445,905
Total Revenues	-	-	444,943	444,943
EXPENDITURES				
Current:				
Parks and Recreation	-	655,250	306,064	349,186
Capital Outlay	-	-	-	-
Total Expenditures	-	655,250	306,064	349,186
Excess (Deficiency) of Revenues over Expenditures	-	(655,250)	138,879	794,129
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	(655,250)	138,879	794,129
Fund Balance, Beginning of Year	(162,625)	(162,625)	(162,625)	-
Fund Balance, End of Year	<u>\$ (162,625)</u>	<u>\$ (817,875)</u>	<u>\$ (23,746)</u>	<u>\$ 794,129</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Asset Seizure Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 56	\$ 56
Intergovernmental	-	-	189,939	189,939
Total Revenues	-	-	189,995	189,995
EXPENDITURES				
Current:				
Public Safety	-	1,058	143,492	(142,434)
Capital Outlay	-	-	-	-
Total Expenditures	-	1,058	143,492	(142,434)
Excess (Deficiency) of Revenues over Expenditures	-	(1,058)	46,503	47,561
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	(1,058)	46,503	47,561
Fund Balance, Beginning of Year	87,277	87,277	87,277	-
Fund Balance, End of Year	<u>\$ 87,277</u>	<u>\$ 86,219</u>	<u>\$ 133,780</u>	<u>\$ 47,561</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Supplemental Law Enforcement Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ (69)	\$ (69)
Intergovernmental	-	-	112,763	112,763
Total Revenues	-	-	112,694	112,694
EXPENDITURES				
Current:				
Public Safety	154,975	154,975	176,172	(21,197)
Capital Outlay	-	-	-	-
Total Expenditures	154,975	154,975	176,172	(21,197)
Excess (Deficiency) of Revenues over Expenditures	(154,975)	(154,975)	(63,478)	91,497
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(154,975)	(154,975)	(63,478)	91,497
Fund Balance, Beginning of Year	56,047	56,047	56,047	-
Fund Balance, End of Year	<u>\$ (98,928)</u>	<u>\$ (98,928)</u>	<u>\$ (7,431)</u>	<u>\$ 91,497</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 1,896	\$ 1,896
Intergovernmental	-	-	712,357	712,357
Total Revenues	-	-	714,253	714,253
EXPENDITURES				
Current:				
Public Safety	-	-	-	-
Capital Outlay	118,400	2,669,061	1,361,845	1,307,216
Total Expenditures	118,400	2,669,061	1,361,845	1,307,216
Excess (Deficiency) of Revenues over Expenditures	(118,400)	(2,669,061)	(647,592)	2,021,469
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(118,400)	(2,669,061)	(647,592)	2,021,469
Fund Balance, Beginning of Year	1,056,025	1,056,025	1,056,025	-
Fund Balance, End of Year	<u>\$ 937,625</u>	<u>\$ (1,613,036)</u>	<u>\$ 408,433</u>	<u>\$ 2,021,469</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - ARC General Operating Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ 56,000	\$ 56,000	\$ 64,907	\$ 8,907
Charges for Services	20,000	20,000	32,004	12,004
Total Revenues	76,000	76,000	96,911	20,911
EXPENDITURES				
Current:				
Housing and Community Development	71,048	77,561	94,135	(16,574)
Capital Outlay	-	-	-	-
Total Expenditures	71,048	77,561	94,135	(16,574)
Excess (Deficiency) of Revenues over Expenditures	4,952	(1,561)	2,776	4,337
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	4,952	(1,561)	2,776	4,337
Fund Balance, Beginning of Year	(26,913)	(26,913)	(26,913)	-
Fund Balance, End of Year	<u>\$ (21,961)</u>	<u>\$ (28,474)</u>	<u>\$ (24,137)</u>	<u>\$ 4,337</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - CDBG Grants Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ 2,350	\$ 2,350	\$ 1,975	\$ (375)
Intergovernmental	470,805	470,805	310,547	(160,258)
Miscellaneous	-	-	-	-
Total Revenues	473,155	473,155	312,522	(160,633)
EXPENDITURES				
Current:				
Housing and Community Development	470,805	537,425	22,823	514,602
Capital Outlay	-	-	-	-
Total Expenditures	470,805	537,425	22,823	514,602
Excess (Deficiency) of Revenues over Expenditures	2,350	(64,270)	289,699	353,969
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	2,350	(64,270)	289,699	353,969
Fund Balance, Beginning of Year	175,770	175,770	175,770	-
Prior Period Adjustments	-	-	1,713,282	1,713,282
Fund Balance, End of Year	<u>\$ 178,120</u>	<u>\$ 111,500</u>	<u>\$ 2,178,751</u>	<u>\$ 2,067,251</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - HOME Grants Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ (530)	\$ (530)
Intergovernmental	26,799	26,799	311,555	284,756
Miscellaneous	-	-	21,546	21,546
Total Revenues	26,799	26,799	332,571	305,772
EXPENDITURES				
Current:				
Housing and Community Development	26,799	442,872	8,280	434,592
Capital Outlay	-	-	-	-
Total Expenditures	26,799	442,872	8,280	434,592
Excess (Deficiency) of Revenues over Expenditures	-	(416,073)	324,291	740,364
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	(416,073)	324,291	740,364
Fund Balance, Beginning of Year	6,938	6,938	6,938	-
Prior Period Adjustments	-	-	1,212,147	1,212,147
Fund Balance, End of Year	<u>\$ 6,938</u>	<u>\$ (409,135)</u>	<u>\$ 1,543,376</u>	<u>\$ 1,952,511</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - SB 325 Reimbursement Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	101,702	101,702
Total Revenues	-	-	101,702	101,702
EXPENDITURES				
Current:				
Public Works	-	108,530	101,712	6,818
Capital Outlay	-	-	-	-
Total Expenditures	-	108,530	101,712	6,818
Excess (Deficiency) of Revenues over Expenditures	-	(108,530)	(10)	108,520
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	(108,530)	(10)	108,520
Fund Balance, Beginning of Year	108,535	108,535	108,535	-
Fund Balance, End of Year	<u>\$ 108,535</u>	<u>\$ 5</u>	<u>\$ 108,525</u>	<u>\$ 108,520</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Congestion Relief Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 3,440	\$ 3,440
Intergovernmental	-	-	149,828	149,828
Total Revenues	-	-	153,268	153,268
EXPENDITURES				
Current:				
Public Works	-	95,698	128,409	(32,711)
Capital Outlay	-	-	-	-
Total Expenditures	-	95,698	128,409	(32,711)
Excess (Deficiency) of Revenues over Expenditures	-	(95,698)	24,859	120,557
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	(95,698)	24,859	120,557
Fund Balance, Beginning of Year	732,971	732,971	732,971	-
Fund Balance, End of Year	<u>\$ 732,971</u>	<u>\$ 637,273</u>	<u>\$ 757,830</u>	<u>\$ 120,557</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Museum Special Revenue Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ 3,500	\$ 3,500	\$ 1,972	\$ (1,528)
Charges for Services	92,000	92,000	36,883	(55,117)
Miscellaneous	-	-	45,000	45,000
Total Revenues	95,500	95,500	83,855	(11,645)
EXPENDITURES				
Current:				
General Government	-	-	9,819	(9,819)
Housing and Community Development	325,144	359,463	391,141	(31,678)
Capital Outlay	-	-	-	-
Total Expenditures	325,144	359,463	400,960	(41,497)
Excess (Deficiency) of Revenues over Expenditures	(229,644)	(263,963)	(317,105)	(53,142)
OTHER FINANCING SOURCES (USES)				
Transfers In	83,000	83,000	461,800	378,800
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	83,000	83,000	461,800	378,800
Net Change in Fund Balance	(146,644)	(180,963)	144,695	325,658
Fund Balance, Beginning of Year	(168,137)	(168,137)	(168,137)	-
Fund Balance, End of Year	\$ (314,781)	\$ (349,100)	\$ (23,442)	\$ 325,658

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Equipment Reserve Capital Projects Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 13,490	\$ 13,490
Charges for Services	-	-	78,652	78,652
Miscellaneous	-	-	-	-
Total Revenues	-	-	92,142	92,142
EXPENDITURES				
Current:				
General Government	11,299	482,331	3,370	478,961
Capital Outlay	-	-	28,495	(28,495)
Total Expenditures	11,299	482,331	31,865	450,466
Excess (Deficiency) of Revenues over Expenditures	(11,299)	(482,331)	60,277	542,608
OTHER FINANCING SOURCES (USES)				
Transfers In	57,992	57,992	7,000	(50,992)
Transfers Out	-	(69,521)	(509,521)	(440,000)
Total Other Financing Sources (Uses)	57,992	(11,529)	(502,521)	(490,992)
Net Change in Fund Balance	46,693	(493,860)	(442,244)	51,616
Fund Balance, Beginning of Year	2,656,314	2,656,314	2,656,314	-
Fund Balance, End of Year	<u>\$ 2,703,007</u>	<u>\$ 2,162,454</u>	<u>\$ 2,214,070</u>	<u>\$ 51,616</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Special Project Reserve Capital Projects Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ 11,019	\$ 11,019
Charges for Services	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	11,019	11,019
EXPENDITURES				
Current:				
Public Works	874,000	910,959	96,310	814,649
Capital Outlay	89,000	89,000	-	89,000
Total Expenditures	963,000	999,959	96,310	903,649
Excess (Deficiency) of Revenues over Expenditures	(963,000)	(999,959)	(85,291)	914,668
OTHER FINANCING SOURCES (USES)				
Transfers In	863,000	863,000	-	(863,000)
Transfers Out	-	-	(87,107)	(87,107)
Total Other Financing Sources (Uses)	863,000	863,000	(87,107)	(950,107)
Net Change in Fund Balance	(100,000)	(136,959)	(172,398)	(35,439)
Fund Balance, Beginning of Year	2,353,949	2,353,949	2,353,949	-
Fund Balance, End of Year	<u>\$ 2,253,949</u>	<u>\$ 2,216,990</u>	<u>\$ 2,181,551</u>	<u>\$ (35,439)</u>

City of Ukiah
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual - Capital Improvement Capital Projects Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Interest, Rents and Concessions	\$ -	\$ -	\$ (316)	\$ (316)
Charges for Services	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	(316)	(316)
EXPENDITURES				
Current:				
Public Works	-	-	-	-
Capital Outlay	-	8,619	4,718	3,901
Total Expenditures	-	8,619	4,718	3,901
Excess (Deficiency) of Revenues over Expenditures	-	(8,619)	(5,034)	3,585
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	51,638	51,638
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	51,638	51,638
Net Change in Fund Balance	-	(8,619)	46,604	55,223
Fund Balance, Beginning of Year	(46,604)	(46,604)	(46,604)	-
Fund Balance, End of Year	<u>\$ (46,604)</u>	<u>\$ (55,223)</u>	<u>\$ -</u>	<u>\$ 55,223</u>

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City of Ukiah
Combining Statement of Net Position
Non-major Enterprise Funds
June 30, 2015

	Parking District	Street Lighting	Airport	Conference Center
ASSETS				
Current Assets:				
Cash and Investments	\$ 87,162	\$ 416,810	\$ 168,311	\$ 10,948
Receivables:				
Accounts (Net)	6,020	18,732	57,746	9,791
Notes - current portion	-	-	-	-
Refundable Deposits	-	-	800	-
Total Current Assets	<u>93,182</u>	<u>435,542</u>	<u>226,857</u>	<u>20,739</u>
Noncurrent Assets:				
Capital Assets:				
Land	183,871	-	271,957	372,750
Land Improvements	-	-	1,290,900	-
Infrastructure Systems	77,682	-	1,055,148	-
Buildings and Improvements	-	-	542,677	2,294,473
Rolling Equipment	33,043	-	262,330	-
Machinery and Equipment	-	-	29,017	53,094
Construction in Progress	-	-	899,731	-
Less: Accumulated Depreciation	<u>(42,058)</u>	<u>-</u>	<u>(2,278,750)</u>	<u>(1,038,463)</u>
Total Noncurrent Assets	<u>252,538</u>	<u>-</u>	<u>2,073,010</u>	<u>1,681,854</u>
Total Assets	<u>345,720</u>	<u>435,542</u>	<u>2,299,867</u>	<u>1,702,593</u>
LIABILITIES				
Current Liabilities:				
Accounts Payable	1,823	24,481	122,199	9,820
Accrued Salaries and Benefits	-	1,285	10,429	4,572
Due to Other Funds	-	-	-	-
Customer Deposits	-	-	5,013	2,162
Interest Payable	-	-	-	-
Total Current Liabilities	<u>1,823</u>	<u>25,766</u>	<u>137,641</u>	<u>16,554</u>
Noncurrent Liabilities:				
Compensated Absences	-	3,323	14,483	6,361
Advances from Other Funds	-	-	-	-
Total Current Liabilities	<u>-</u>	<u>3,323</u>	<u>14,483</u>	<u>6,361</u>
Total Liabilities	<u>1,823</u>	<u>29,089</u>	<u>152,124</u>	<u>22,915</u>
NET POSITION				
Net Investment in Capital Assets	252,538	-	2,073,010	1,681,854
Unrestricted	<u>91,359</u>	<u>406,453</u>	<u>74,733</u>	<u>(2,176)</u>
Total Net Position	<u>\$ 343,897</u>	<u>\$ 406,453</u>	<u>\$ 2,147,743</u>	<u>\$ 1,679,678</u>

Golf Course	Totals
\$ -	\$ 683,231
6,838	99,127
42,500	42,500
-	800
49,338	825,658
1,001,350	1,829,928
308,753	1,599,653
178,259	1,311,089
105,992	2,943,142
28,006	323,379
30,390	112,501
-	899,731
(624,825)	(3,984,096)
1,027,925	5,035,327
1,077,263	5,860,985
330	158,653
893	17,179
302,489	302,489
-	7,175
2,390	2,390
306,102	487,886
6,880	31,047
655,798	655,798
662,678	686,845
968,780	1,174,731
1,027,925	5,035,327
(919,442)	(349,073)
\$ 108,483	\$ 4,686,254

City of Ukiah
Combining Statement of Revenues, Expenses, and Changes in Net Position
Non-major Enterprise Funds
Year Ended June 30, 2015

	Parking District	Street Lighting	Airport	Conference Center
OPERATING REVENUES				
Charges for Services	\$ 55,344	\$ 185,679	\$ 22,439	\$ -
Sales of Fuel	-	-	1,051,315	-
Facility Rents	-	-	267,809	324,162
Miscellaneous	36,100	-	7,124	18,226
	<u>91,444</u>	<u>185,679</u>	<u>1,348,687</u>	<u>342,388</u>
Total Operating Revenues				
	<u>91,444</u>	<u>185,679</u>	<u>1,348,687</u>	<u>342,388</u>
OPERATING EXPENSES				
Maintenance and Operations	-	201,337	238,350	165,229
General and Administration	132,992	56,370	340,214	165,956
Fuel	-	-	818,266	-
Depreciation	5,325	-	69,286	46,308
	<u>138,317</u>	<u>257,707</u>	<u>1,466,116</u>	<u>377,493</u>
Total Operating Expenses				
	<u>138,317</u>	<u>257,707</u>	<u>1,466,116</u>	<u>377,493</u>
Operating Income (Loss)	<u>(46,873)</u>	<u>(72,028)</u>	<u>(117,429)</u>	<u>(35,105)</u>
NONOPERATING REVENUES (EXPENSES)				
Property Taxes	11,722	-	-	-
Loss on Disposal of Property	-	-	(2,009)	-
Interest and Investment Revenue	507	2,169	25,781	67
	<u>12,229</u>	<u>2,169</u>	<u>23,772</u>	<u>67</u>
Total Nonoperating Revenues (Expenses)				
	<u>12,229</u>	<u>2,169</u>	<u>23,772</u>	<u>67</u>
Income (Loss) Before Capital Contributions and Operating Transfers	(34,644)	(69,859)	(93,657)	(35,038)
Capital Contributions	-	-	25,175	-
Change in Net Position	(34,644)	(69,859)	(68,482)	(35,038)
Net Position - Beginning of Year	378,541	476,312	2,216,225	1,714,716
Net Position - End of Year	<u>\$ 343,897</u>	<u>\$ 406,453</u>	<u>\$ 2,147,743</u>	<u>\$ 1,679,678</u>

Golf Course	Totals
\$ 10,422	\$ 273,884
-	1,051,315
69,457	661,428
5,742	67,192
<u>85,621</u>	<u>2,053,819</u>
11,144	616,060
34,327	729,859
-	818,266
2,236	123,155
<u>47,707</u>	<u>2,287,340</u>
<u>37,914</u>	<u>(233,521)</u>
-	11,722
-	(2,009)
-	28,524
<u>-</u>	<u>38,237</u>
37,914	(195,284)
<u>-</u>	<u>25,175</u>
37,914	(170,109)
<u>70,569</u>	<u>4,856,363</u>
<u>\$ 108,483</u>	<u>\$ 4,686,254</u>

City of Ukiah
Combining Statement of Cash Flows
Non-major Enterprise Funds
Year Ended June 30, 2015

	Parking District	Street Lighting	Airport
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Customers	\$ 96,033	\$ 189,117	\$ 1,565,974
Payments to Employees for Services	-	(56,301)	(337,939)
Payments to Suppliers for Goods and Services	(133,978)	(189,109)	(956,350)
Net Cash Provided (Used) by Operating Activities	(37,945)	(56,293)	271,685
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES			
Cash Paid to Other Funds	-	-	(142,364)
Property Taxes Received	11,722	-	-
Payments Received on Long-term Note	-	-	-
Net Cash Provided (Used) by Noncapital and Related Financing Activities	11,722	-	(142,364)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Capital Grants	-	-	49,445
Proceeds from Sale of Capital Assets	-	-	5,110
Acquisition and Construction of Capital Assets	-	-	(41,346)
Net Cash Provided (Used) by Capital and Related Financing Activities	-	-	13,209
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	755	3,220	25,781
Net Cash Provided (Used) by Investing Activities	755	3,220	25,781
Net Increase (Decrease) in Cash and Cash Equivalents	(25,468)	(53,073)	168,311
Cash and Cash Equivalents, Beginning of the Year	112,630	469,883	-
Cash and Cash Equivalents, End of the Year	<u>\$ 87,162</u>	<u>\$ 416,810</u>	<u>\$ 168,311</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	\$ (46,873)	\$ (72,028)	\$ (117,429)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation	5,325	-	69,286
Changes in Operating Assets and Liabilities:			
Decrease (Increase) in Accounts Receivable	4,589	3,438	217,674
Increase (Decrease) in Accounts Payable	(986)	12,228	100,266
Increase (Decrease) in Accrued Salaries and Benefits	-	(353)	2,921
Increase (Decrease) in Compensated Absences	-	422	(646)
Increase (Decrease) in Deposits Payable	-	-	(387)
TOTAL CASH PROVIDED (USED) BY OPERATING ACTIVITIES	\$ (37,945)	\$ (56,293)	\$ 271,685

Conference Center	Golf Course	Totals
\$ 347,990	\$ 117,605	\$ 2,316,719
(165,357)	(37,067)	(596,664)
(166,390)	(14,325)	(1,460,152)
16,243	66,213	259,903

(5,362)	(72,213)	(219,939)
-	-	11,722
-	6,000	6,000

(5,362)	(66,213)	(202,217)
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-	-	49,445
-	-	5,110
-	-	(41,346)

-	-	13,209
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67	-	29,823
----	---	--------

67	-	29,823
----	---	--------

10,948	-	100,718
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-	-	582,513
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\$ 10,948	\$ -	\$ 683,231
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\$ (35,105)	\$ 37,914	\$ (233,521)
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46,308	2,236	123,155
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5,602	31,984	263,287
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(1,161)	(3,181)	107,166
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(161)	(1,275)	1,132
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760	(1,465)	(929)
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-	-	(387)
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\$ 16,243	\$ 66,213	\$ 259,903
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City of Ukiah
Combining Statement of Net Position
Internal Service Funds
June 30, 2015

	<u>Garage</u>	<u>Public Safety Dispatch</u>	<u>Purchasing</u>	<u>Billing and Collection</u>
ASSETS				
Current Assets:				
Cash and Investments	\$ 106,984	\$ 340,486	\$ 51,765	\$ 470,070
Receivables:				
Accounts (net)	-	-	-	21
Refundable Deposits	760	-	-	-
Total Current Assets	<u>107,744</u>	<u>340,486</u>	<u>51,765</u>	<u>470,091</u>
Noncurrent Assets:				
Advances to Other Funds	-	-	-	-
Capital Assets:				
Buildings and Improvements	327,113	-	-	-
Rolling Equipment	43,649	-	4,769	-
Machinery and Equipment	33,869	367,702	-	45,525
Less: Accumulated Depreciation	<u>(185,052)</u>	<u>(275,760)</u>	<u>(4,769)</u>	<u>(34,559)</u>
Total Noncurrent Assets	<u>219,579</u>	<u>91,942</u>	<u>-</u>	<u>10,966</u>
Total Assets	<u>327,323</u>	<u>432,428</u>	<u>51,765</u>	<u>481,057</u>
LIABILITIES				
Current Liabilities:				
Accounts Payable	28,533	31,138	632	11,147
Accrued Salaries and Benefits	8,751	25,657	5,231	8,730
Total Current Liabilities	<u>37,284</u>	<u>56,795</u>	<u>5,863</u>	<u>19,877</u>
Noncurrent Liabilities:				
Compensated Absences	27,586	53,177	15,526	28,030
Total Noncurrent Liabilities	<u>27,586</u>	<u>53,177</u>	<u>15,526</u>	<u>28,030</u>
Total Liabilities	<u>64,870</u>	<u>109,972</u>	<u>21,389</u>	<u>47,907</u>
NET POSITION				
Net Investment in Capital Assets	219,579	91,942	-	10,966
Unrestricted	42,874	230,514	30,376	422,184
Total Net Position	<u>\$ 262,453</u>	<u>\$ 322,456</u>	<u>\$ 30,376</u>	<u>\$ 433,150</u>

<u>Workers' Compensation Insurance</u>	<u>Liability Insurance</u>	<u>Totals</u>
\$ 812,831	\$ 417,161	\$ 2,199,297
16,296	-	16,317
-	-	760
<u>829,127</u>	<u>417,161</u>	<u>2,216,374</u>
-	930,203	930,203
-	-	327,113
-	-	48,418
-	-	447,096
-	-	(500,140)
<u>-</u>	<u>930,203</u>	<u>1,252,690</u>
<u>829,127</u>	<u>1,347,364</u>	<u>3,469,064</u>
-	-	71,450
-	-	48,369
<u>-</u>	<u>-</u>	<u>119,819</u>
-	-	124,319
<u>-</u>	<u>-</u>	<u>124,319</u>
-	-	244,138
<u>-</u>	<u>-</u>	<u>322,487</u>
<u>829,127</u>	<u>1,347,364</u>	<u>2,902,439</u>
<u>\$ 829,127</u>	<u>\$ 1,347,364</u>	<u>\$ 3,224,926</u>

City of Ukiah
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
Year Ended June 30, 2015

	Garage	Public Safety Dispatch	Purchasing	Billing and Collection
OPERATING REVENUES				
Charges for Services	\$ 439,835	\$ 1,148,811	\$ 229,964	\$ 530,307
Miscellaneous	802	-	1,208	-
Total Operating Revenues	440,637	1,148,811	231,172	530,307
OPERATING EXPENSES				
Maintenance and Operations	89,565	99,606	29,252	115,552
General and Administration	315,465	1,014,807	200,854	408,934
Insurance Premiums	-	-	-	-
Depreciation	11,531	22,871	-	3,922
Total Operating Expenses	416,561	1,137,284	230,106	528,408
Operating Income (Loss)	24,076	11,527	1,066	1,899
NONOPERATING REVENUES (EXPENSES)				
Interest and Investment Income	491	287	240	2,501
Total Nonoperating Revenues (Expenses)	491	287	240	2,501
Income (Loss) Before Capital Contributions and Operating Transfers	24,567	11,814	1,306	4,400
Transfers In	-	36,370	-	-
Transfers Out	-	(7,000)	-	-
Change in Net Position	24,567	41,184	1,306	4,400
Net Position - Beginning of Year	237,886	281,272	29,070	428,750
Prior Period Adjustment	-	-	-	-
Net Position - End of Year	<u>\$ 262,453</u>	<u>\$ 322,456</u>	<u>\$ 30,376</u>	<u>\$ 433,150</u>

Workers' Compensation Insurance	Liability Insurance	Totals
\$ 759,300	\$ 663,582	\$ 3,771,799
-	-	2,010
759,300	663,582	3,773,809
-	-	333,975
-	-	1,940,060
688,846	530,748	1,219,594
-	-	38,324
688,846	530,748	3,531,953
70,454	132,834	241,856
-	-	3,519
-	-	3,519
70,454	132,834	245,375
-	-	36,370
-	-	(7,000)
70,454	132,834	274,745
410,036	1,214,530	2,601,544
348,637	-	348,637
<u>\$ 829,127</u>	<u>\$ 1,347,364</u>	<u>\$ 3,224,926</u>

City of Ukiah
Combining Statement of Cash Flows
Internal Service Funds
Year Ended June 30, 2015

	Garage	Public Safety Dispatch	Purchasing
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Interfund Charges	\$ 442,102	\$ 1,148,811	\$ 231,219
Payments to Employees for Services	(305,767)	(843,570)	(192,874)
Payments to Suppliers for Goods and Services	(72,415)	(280,161)	(35,147)
Net Cash Provided (Used) by Operating Activities	<u>63,920</u>	<u>25,080</u>	<u>3,198</u>
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES			
Cash Received from Other Funds	-	36,370	-
Cash Paid to Other Funds	-	(7,000)	-
Net Cash Provided (Used) by Noncapital and Related Financing Activities	<u>-</u>	<u>29,370</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and Construction of Capital Assets	-	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>-</u>	<u>-</u>	<u>-</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	610	950	355
Net Cash Provided (Used) by Investing Activities	<u>610</u>	<u>950</u>	<u>355</u>
Net Increase (Decrease) in Cash and Cash Equivalents	64,530	55,400	3,553
Cash and Cash Equivalents, Beginning of the Year	42,454	285,086	48,212
Cash and Cash Equivalents, End of the Year	<u>\$ 106,984</u>	<u>\$ 340,486</u>	<u>\$ 51,765</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	\$ 24,076	\$ 11,527	\$ 1,066
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Depreciation	11,531	22,871	-
Changes in Operating Assets and Liabilities:			
Decrease (Increase) in Accounts Receivable	1,465	-	47
Increase (Decrease) in Accounts Payable	24,808	(17,528)	632
Increase (Decrease) in Accrued Salaries and Benefits	1,228	2,318	643
Increase (Decrease) in Compensated Absences Payable	812	5,892	810
TOTAL CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>\$ 63,920</u>	<u>\$ 25,080</u>	<u>\$ 3,198</u>

Billing and Collection	Workers' Compensation Insurance	Liability Insurance	Totals
\$ 530,286	\$ 758,425	\$ 663,582	\$ 3,774,425
(330,536)	-	-	(1,672,747)
(194,162)	(688,846)	(530,748)	(1,801,479)
5,588	69,579	132,834	300,199
-	-	-	36,370
-	-	-	(7,000)
-	-	-	29,370
-	-	-	-
-	-	-	-
3,712	-	-	5,627
3,712	-	-	5,627
9,300	69,579	132,834	335,196
460,770	743,252	284,327	1,864,101
<u>\$ 470,070</u>	<u>\$ 812,831</u>	<u>\$ 417,161</u>	<u>\$ 2,199,297</u>
\$ 1,899	\$ 70,454	\$ 132,834	\$ 241,856
3,922	-	-	38,324
(21)	(875)	-	616
3,750	-	-	11,662
(2,895)	-	-	1,294
(1,067)	-	-	6,447
<u>\$ 5,588</u>	<u>\$ 69,579</u>	<u>\$ 132,834</u>	<u>\$ 300,199</u>

City of Ukiah
Combining Balance Sheet
All Agency Funds
June 30, 2015

	Ukiah Valley Sanitation District	Downtown Business Improvement	Payroll Revolving
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash and Investments	\$ 5,240,533	\$ 5,545	\$ 186,031
Receivables:			
Accounts	775,385	-	-
Interest Receivable	11,446	-	-
	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u><u>\$ 6,027,364</u></u>	<u><u>\$ 5,545</u></u>	<u><u>\$ 186,031</u></u>
LIABILITIES			
Accounts Payable	\$ -	\$ 5,545	\$ 186,031
Customer Deposits	-	-	-
Due to Other Agencies	6,027,364	-	-
	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u><u>\$ 6,027,364</u></u>	<u><u>\$ 5,545</u></u>	<u><u>\$ 186,031</u></u>

<u>Special Deposit</u>	<u>Garbage Billing</u>	<u>Russian River Watershed</u>	<u>Total Agency</u>
\$ 494,971	\$ 636,164	\$ 194,540	\$ 6,757,784
6,761	31,982	-	814,128
-	-	-	11,446
<u>\$ 501,732</u>	<u>\$ 668,146</u>	<u>\$ 194,540</u>	<u>\$ 7,583,358</u>
\$ 3,652	\$ 23,062	\$ 81,432	\$ 299,722
498,080	-	-	498,080
-	645,084	113,108	6,785,556
<u>\$ 501,732</u>	<u>\$ 668,146</u>	<u>\$ 194,540</u>	<u>\$ 7,583,358</u>

City of Ukiah
Combining Statement of Changes in Fiduciary Assets and Liabilities
All Agency Funds
For the Year Ended June 30, 2015

	Balance July 1, 2014	Additions	Deductions	Balance June 30, 2015
<u>Ukiah Valley Sanitation District</u>				
Assets:				
Cash and Investments	\$ 4,589,293	\$ 5,695,187	\$ 5,043,947	\$ 5,240,533
Receivables:				
Accounts	663,773	3,312,670	3,201,058	775,385
Interest Receivable	-	11,446	-	11,446
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 5,253,066</u>	<u>\$ 9,019,303</u>	<u>\$ 8,245,005</u>	<u>\$ 6,027,364</u>
Liabilities:				
Accounts Payable	\$ 522,163	\$ -	\$ 522,163	\$ -
Due to Other Agencies	4,730,903	9,019,303	7,722,842	6,027,364
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u>\$ 5,253,066</u>	<u>\$ 9,019,303</u>	<u>\$ 8,245,005</u>	<u>\$ 6,027,364</u>
<u>Downtown Business Improvement</u>				
Assets:				
Cash and Investments	\$ 503	\$ 19,779	\$ 14,737	\$ 5,545
Receivables:				
Accounts	829	-	829	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 1,332</u>	<u>\$ 19,779</u>	<u>\$ 15,566</u>	<u>\$ 5,545</u>
Liabilities:				
Accounts Payable	\$ 1,332	\$ 19,779	\$ 15,566	\$ 5,545
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u>\$ 1,332</u>	<u>\$ 19,779</u>	<u>\$ 15,566</u>	<u>\$ 5,545</u>
<u>Payroll Revolving</u>				
Assets:				
Cash and Investments	\$ 201,752	\$ 9,696,678	\$ 9,712,399	\$ 186,031
Receivables:				
Accounts	202	277,164	277,366	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 201,954</u>	<u>\$ 9,973,842</u>	<u>\$ 9,989,765</u>	<u>\$ 186,031</u>
Liabilities:				
Accounts Payable	\$ 201,954	\$ 12,716,243	\$ 12,732,166	\$ 186,031
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u>\$ 201,954</u>	<u>\$ 12,716,243</u>	<u>\$ 12,732,166</u>	<u>\$ 186,031</u>

Continued

City of Ukiah
Combining Statement of Changes in Fiduciary Assets and Liabilities
All Agency Funds - Continued
For the Year Ended June 30, 2015

	Balance July 1, 2014	Additions	Deductions	Balance June 30, 2015
<u>Special Deposit</u>				
Assets:				
Cash and Investments	\$ 866,727	\$ 31,269,503	\$ 31,641,259	\$ 494,971
Receivables:				
Accounts	15,320	31,094,798	31,103,357	6,761
	<u>15,320</u>	<u>31,094,798</u>	<u>31,103,357</u>	<u>6,761</u>
Total Assets	<u>\$ 882,047</u>	<u>\$ 62,364,301</u>	<u>\$ 62,744,616</u>	<u>\$ 501,732</u>
Liabilities:				
Accounts Payable	\$ 22,832	\$ 244,588	\$ 263,768	\$ 3,652
Customer Deposits	859,215	501,802	862,937	498,080
	<u>859,215</u>	<u>501,802</u>	<u>862,937</u>	<u>498,080</u>
Total Liabilities	<u>\$ 882,047</u>	<u>\$ 746,390</u>	<u>\$ 1,126,705</u>	<u>\$ 501,732</u>
<u>Garbage Billing</u>				
Assets:				
Cash and Investments	\$ 684,561	\$ 1,047,454	\$ 1,095,851	\$ 636,164
Receivables:				
Accounts	-	82,751	50,769	31,982
	<u>-</u>	<u>82,751</u>	<u>50,769</u>	<u>31,982</u>
Total Assets	<u>\$ 684,561</u>	<u>\$ 1,130,205</u>	<u>\$ 1,146,620</u>	<u>\$ 668,146</u>
Liabilities:				
Accounts Payable	\$ 51,057	\$ 345,823	\$ 373,818	\$ 23,062
Due to Other Agencies	633,504	784,382	772,802	645,084
	<u>633,504</u>	<u>784,382</u>	<u>772,802</u>	<u>645,084</u>
Total Liabilities	<u>\$ 684,561</u>	<u>\$ 1,130,205</u>	<u>\$ 1,146,620</u>	<u>\$ 668,146</u>
<u>Russian River Watershed</u>				
Assets:				
Cash and Investments	\$ 140,322	\$ 339,789	\$ 285,571	\$ 194,540
Receivables:				
Accounts	313	438,574	438,887	-
	<u>313</u>	<u>438,574</u>	<u>438,887</u>	<u>-</u>
Total Assets	<u>\$ 140,635</u>	<u>\$ 778,363</u>	<u>\$ 724,458</u>	<u>\$ 194,540</u>
Liabilities:				
Accounts Payable	\$ 26,021	\$ 340,803	\$ 285,392	\$ 81,432
Due to Other Agencies	114,614	437,560	439,066	113,108
	<u>114,614</u>	<u>437,560</u>	<u>439,066</u>	<u>113,108</u>
Total Liabilities	<u>\$ 140,635</u>	<u>\$ 778,363</u>	<u>\$ 724,458</u>	<u>\$ 194,540</u>

Continued

City of Ukiah
Combining Statement of Changes in Fiduciary Assets and Liabilities
All Agency Funds - Continued
For the Year Ended June 30, 2015

	Balance July 1, 2014	Additions	Deductions	Balance June 30, 2015
<u>Totals - All Agency Funds</u>				
Assets:				
Cash and Investments	\$ 6,483,158	\$ 48,068,390	\$ 47,793,764	\$ 6,757,784
Receivables:				
Accounts	680,437	35,205,957	35,072,266	814,128
Interest Receivable	-	11,446	-	11,446
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$ 7,163,595</u>	<u>\$ 83,285,793</u>	<u>\$ 82,866,030</u>	<u>\$ 7,583,358</u>
Liabilities:				
Accounts Payable	\$ 825,359	\$ 13,667,236	\$ 14,192,873	\$ 299,722
Customer Deposits	859,215	501,802	862,937	498,080
Due to Other Agencies	5,479,021	10,241,245	8,934,710	6,785,556
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities	<u>\$ 7,163,595</u>	<u>\$ 24,410,283</u>	<u>\$ 23,990,520</u>	<u>\$ 7,583,358</u>

Statistical Section

This part of the City of Ukiah's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Table 1
City of Ukiah
Net Position by Component (Accrual Basis of Accounting)
Last 10 Fiscal Years

As of June 30	Fiscal Year									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Governmental Activities										
Net investment in capital assets	\$ 9,312,036	\$ 21,865,791	\$ 21,427,557	\$ 22,328,676	\$ 31,547,564	\$ 17,407,569	\$ 26,649,167	\$ 27,304,019	\$ 27,139,213	\$ 27,624,813
Restricted	5,850,088	7,605,826	7,078,491	7,107,257	7,574,594	17,276,255	3,086,157	3,025,432	6,021,075	12,931,066
Unrestricted	10,631,881	13,735,320	19,470,248	22,069,011	7,547,784	14,030,594	17,420,652	15,461,713	12,110,479	(20,456,125)
Total governmental activities net position	\$ 25,794,005	\$ 43,206,937	\$ 47,976,296	\$ 51,504,944	\$ 46,669,942	\$ 48,714,418	\$ 47,155,976	\$ 45,791,164	\$ 45,270,767	\$ 20,099,754
Business-type Activities										
Net investment in capital assets	\$ 5,983,855	\$ 24,173,407	\$ 28,606,388	\$ 22,508,736	\$ 33,203,171	\$ 40,266,700	\$ 48,101,086	\$ 44,514,348	\$ 46,693,900	\$ 50,088,246
Restricted	1,037,126	2,015,181	2,003,618	1,999,495	2,006,773	2,172,384	4,128,472	2,027,529	2,072,014	2,539,888
Unrestricted	44,611,585	38,754,350	40,386,700	46,697,741	40,762,605	33,817,844	28,366,417	32,460,639	31,604,793	26,233,414
Total business-type activities net position	\$ 51,632,566	\$ 64,942,938	\$ 70,996,706	\$ 71,205,972	\$ 75,972,549	\$ 76,256,928	\$ 80,595,975	\$ 79,002,516	\$ 80,370,707	\$ 78,861,548
Primary government										
Net investment in capital assets	\$ 15,295,891	\$ 46,039,198	\$ 50,033,945	\$ 44,837,412	\$ 64,750,735	\$ 57,674,269	\$ 74,750,253	\$ 71,818,367	\$ 73,833,113	\$ 77,713,059
Restricted	6,887,214	9,621,007	9,082,109	9,106,752	9,581,367	19,448,639	7,214,629	5,052,961	8,093,089	15,470,954
Unrestricted	55,243,466	52,489,670	59,856,948	68,766,752	48,310,389	47,848,438	45,787,069	47,922,352	43,715,272	5,777,289
Total primary government	\$ 77,426,571	\$ 108,149,875	\$ 118,973,002	\$ 122,710,916	\$ 122,642,491	\$ 124,971,346	\$ 127,751,951	\$ 124,793,680	\$ 125,641,474	\$ 98,961,302

Source: Audited Financial Statements - Statement of Net Position

Table 2
City of Ukiah
Changes in Net Position
Last 10 Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
For Fiscal Year Ended June 30	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Expenses										
Governmental Activities:										
General government	\$ 2,255,304	\$ 2,905,386	\$ 3,411,371	\$ 2,908,643	\$ 2,837,619	\$ 2,479,770	\$ 2,570,568	\$ 2,956,583	\$ 3,715,968	\$ 772,772
Public safety	7,034,888	8,090,623	8,640,259	9,233,988	9,181,714	9,595,075	9,827,504	10,514,943	9,867,900	10,563,479
Public works	1,891,584	3,004,298	3,273,011	2,002,957	1,577,833	3,097,652	2,206,556	2,109,273	2,290,261	2,847,800
Housing and community development	1,065,156	1,823,274	2,037,947	2,525,679	10,308,280	3,598,630	1,223,579	1,254,265	832,020	348,477
Parks and recreation	1,734,575	2,044,667	2,066,409	2,392,889	1,985,137	2,466,386	2,262,816	2,481,572	2,540,689	2,829,367
Interest on long-term debt	456,596	438,919	365,021	333,081	317,152	451,141	420,132	-	-	-
Total governmental activities expenses	14,438,103	18,307,167	19,794,018	19,397,237	26,207,735	21,688,654	18,511,155	19,316,636	19,246,838	17,361,895
Business-Type Activities:										
Electric	13,299,458	18,638,548	14,065,295	16,739,318	14,900,706	12,859,394	13,980,276	14,483,083	14,554,884	16,140,229
Water	2,701,788	3,093,685	3,549,376	3,850,248	3,629,692	3,289,935	3,414,760	3,651,349	3,717,064	3,783,257
Wastewater	3,082,231	2,956,066	3,579,514	3,755,359	3,301,200	8,329,472	8,243,340	8,637,591	8,118,315	8,229,553
Disposal site	599,306	597,001	428,253	430,643	381,384	196,168	340,324	413,657	573,478	5,950,554
Nonmajor activities	2,540,337	2,822,013	3,052,273	2,920,083	2,636,680	2,756,727	2,980,963	2,648,970	2,196,295	2,287,340
Total business-type expenses	22,223,120	28,107,313	24,674,711	27,695,651	24,849,662	27,431,696	28,959,663	29,834,650	29,160,036	36,390,933
Total Expenses	\$ 36,661,223	\$ 46,414,480	\$ 44,468,729	\$ 47,092,888	\$ 51,057,397	\$ 49,120,350	\$ 47,470,818	\$ 49,151,286	\$ 48,406,874	\$ 53,752,828
Program Revenues										
Governmental Activities:										
Charges for services:										
General government	\$ 1,392,245	\$ 1,646,230	\$ 1,690,431	\$ 1,410,045	\$ 1,642,298	\$ 1,843,825	\$ 1,630,601	\$ 1,005,296	\$ 1,255,815	\$ 288,049
Public safety	1,004,252	880,847	953,588	1,099,193	1,111,741	1,092,577	1,080,981	1,224,421	851,328	221,156
Public works	344,892	612,019	1,300,523	1,000,841	584,329	587,676	554,639	368,895	682,559	215,615
Housing and community development	370,941	568,782	967,723	990,501	326,202	210,910	211,904	456,294	197,003	
Parks and recreation	439,080	430,863	588,767	588,419	632,037	751,854	716,363	1,072,615	749,548	756,906
Operating grants and contributions	734,231	1,498,513	326,298	447,551	1,011,588	1,320,581	1,062,183	1,237,955	1,097,599	1,471,799
Capital grants and contributions	287,393	1,964,588	1,910,704	657,583	2,720,942	2,430,383	3,098,450	250,992	483,992	889,024
Total governmental activities	4,573,034	7,601,842	7,738,034	6,194,133	8,029,137	8,237,806	8,355,121	5,616,468	5,317,844	3,842,549
Business-Type Activities:										
Charges for services:										
Electric	15,318,680	15,437,412	15,988,323	15,259,236	15,148,212	15,314,426	16,157,282	15,140,175	14,993,910	15,243,471
Water	2,314,645	2,645,216	2,919,950	2,866,811	2,698,212	4,039,757	4,935,691	5,813,699	6,006,675	5,579,127
Wastewater	4,065,442	5,320,114	6,243,311	7,008,738	7,419,735	6,423,276	9,786,375	6,213,481	8,832,757	9,264,399
Disposal site	66,341	93,636	66,597	67,297	66,947	108,401	127,228	129,321	132,287	125,963
Nonmajor activities	2,155,035	2,681,329	2,857,667	2,866,554	2,446,397	2,508,685	2,905,410	2,467,226	1,965,547	2,053,819
Operating grants and contributions	19,926	20,451	19,905	19,920	20,155	10,359	10,660	40,717	57,271	
Capital grants and contributions	769,167	746,011	822,113	684,170	1,737,550	-	-	-	-	25,175
Total business-type activities	24,709,236	26,944,169	28,917,866	28,772,726	29,537,208	28,404,904	33,922,646	29,804,619	31,988,447	32,291,954
Total Program Revenues	\$ 29,282,270	\$ 34,546,011	\$ 36,655,900	\$ 34,966,859	\$ 37,566,345	\$ 36,642,710	\$ 42,277,767	\$ 35,421,087	\$ 37,306,291	\$ 36,134,503
Net (Expense)/Revenue:										
Governmental activities	\$ (9,865,069)	\$ (10,705,325)	\$ (12,055,984)	\$ (13,203,104)	\$ (18,178,598)	\$ (13,450,848)	\$ (10,156,034)	\$ (13,700,168)	\$ (13,928,994)	\$ (13,519,346)
Business-type activities	2,486,116	(1,163,144)	4,243,155	1,077,075	4,687,546	973,208	4,962,983	(30,031)	2,828,411	(4,098,979)
Total Net Expense	\$ (7,378,953)	\$ (11,868,469)	\$ (7,812,829)	\$ (12,126,029)	\$ (13,491,052)	\$ (12,477,640)	\$ (5,193,051)	\$ (13,730,199)	\$ (11,100,583)	\$ (17,618,325)

Table 2
City of Ukiah
Changes in Net Position (continued)
Last 10 Fiscal Years
 (accrual basis of accounting)

	Fiscal Year									
For Fiscal Year Ended June 30	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
General Revenues										
Governmental Activities:										
Property taxes	\$ 4,202,837	\$ 5,105,884	\$ 5,365,559	\$ 5,741,393	\$ 5,106,817	\$ 4,426,250	\$ 3,182,981	\$ 1,484,934	\$ 1,251,189	\$ 3,729,370
Sales taxes	5,557,289	6,894,257	7,154,547	6,439,622	5,776,015	6,951,957	6,518,506	6,901,284	7,134,537	5,976,938
Transient occupancy taxes	489,659	604,080	753,715	710,053	661,149	691,627	775,547	828,000	959,570	1,061,823
Vehicle in-lieu taxes	1,009,912	1,187,612	1,228,550	1,266,285	1,295,970	1,311,862	1,238,660	1,229,156	1,237,181	-
Other taxes	929,154	928,336	927,083	910,424	936,854	891,717	917,930	929,173	916,007	2,281,810
Interest and investment earnings	369,480	495,784	450,344	398,868	300,784	173,255	175,318	91,117	93,521	336,581
Transfers	1,073,585	737,079	945,545	1,265,107	1,012,185	1,408,163	1,065,910	871,692	1,816,592	-
Total general revenues, transfers and special items	13,631,916	15,953,032	16,825,343	16,731,752	15,089,774	15,854,831	13,874,852	12,335,356	13,408,597	13,386,522
Business-Type Activities:										
Interest and investment earnings	1,504,868	2,447,206	2,756,158	2,297,298	1,091,216	719,334	441,974	200,899	356,372	466,929
Special item: Transfer to other agency	-	-	-	(1,900,000)	-	-	-	-	-	-
Transfers In/(Out)	(1,073,585)	(737,079)	(945,545)	(1,265,107)	(1,012,185)	(1,408,163)	(1,065,910)	(584,482)	(1,816,592)	-
Total business-type activities	431,283	1,710,127	1,810,613	(867,809)	79,031	(688,829)	(623,936)	(383,583)	(1,460,220)	466,929
Total Primary Government	\$ 14,063,199	\$ 17,663,159	\$ 18,635,956	\$ 15,863,943	\$ 15,168,805	\$ 15,166,002	\$ 13,250,916	\$ 11,951,773	\$ 11,948,377	\$ 13,853,451
Extraordinary items										
Governmental activities	\$ -	\$ -	\$ -	\$ -	\$ (1,746,178) ^b	\$ (359,507) ^b	\$ (5,277,260) ^d	\$ -	\$ -	\$ -
Business-type activities	-	-	-	-	-	-	-	-	-	-
Total Extraordinary Items	\$ -	\$ -	\$ -	\$ -	\$ (1,746,178)	\$ (359,507)	\$ (5,277,260)	\$ -	\$ -	\$ -
Accounting Change - Accumulative Effect										
Governmental activities	\$ -	\$ 12,165,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business-type activities	-	12,763,389	-	-	-	-	-	(1,179,845) ^e	-	-
Total Extraordinary Items	\$ -	\$ 24,928,614 ^a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,179,845)	\$ -	\$ -
Change in Net Position										
Governmental activities	\$ 3,766,847	\$ 17,412,932	\$ 4,769,359	\$ 3,528,648	\$ (4,835,002)	\$ 2,044,476	\$ (1,558,442)	\$ (1,364,812)	\$ (520,397)	\$ (132,824)
Business-type activities	2,917,399	13,310,372	6,053,768	209,266	4,766,577	284,379	4,339,047	(1,593,459)	1,368,191	(3,632,050)
Total Net Position	\$ 6,684,246	\$ 30,723,304	\$ 10,823,127	\$ 3,737,914	\$ (68,425)	\$ 2,328,855	\$ 2,780,605	\$ (2,958,271)	\$ 847,794	\$ (3,764,874)

Source - Audited Financial Statements - Statement of Activities

Table 3
City of Ukiah
Fund Balance of Governmental Funds
Last 10 Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
As of June 30	2006	2007	2008	2009	2010	2011 ^a	2012	2013	2014	2015
General Fund:										
Nondisposable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 877,506	\$ 559,134	\$ 619,044	\$ 619,044	\$ 645,728
Committed	-	-	-	-	-	146,147	-	183,956	203,105	-
Assigned	-	-	-	-	-	4,686,766	4,851,110	89,859	-	-
Unassigned	-	-	-	-	-	527,381	1,454,665	4,381,047	4,233,953	4,714,166
Reserved	1,444,418	2,388,819	1,121,539	1,184,675	1,365,187	-	-	-	-	-
Unreserved	2,007,003	1,790,710	3,849,361	3,723,221	4,325,375	-	-	-	-	-
Total general fund	<u>\$ 3,451,421</u>	<u>\$ 4,179,529</u>	<u>\$ 4,970,900</u>	<u>\$ 4,907,896</u>	<u>\$ 5,690,562</u>	<u>\$ 6,237,800</u>	<u>\$ 6,864,909</u>	<u>\$ 5,273,906</u>	<u>\$ 5,056,102</u>	<u>\$ 5,359,894</u>
All Other Governmental Funds:										
Nondisposable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted	-	-	-	-	-	13,404,870	5,867,124	4,486,098	4,805,526	12,931,066
Committed	-	-	-	-	-	756,047	1,235,785	713,402	3,569,505	4,395,621
Assigned	-	-	-	-	-	7,759,509	3,460,240	5,832,173	2,514,649	-
Unassigned	-	-	-	-	-	-	-	(894,993)	(736,226)	(232,412)
Reserved	7,201,180	8,750,121	10,437,242	11,738,706	6,402,686	-	-	-	-	-
Unreserved	9,798,546	11,967,164	14,335,315	15,634,574	10,027,963	-	-	-	-	-
Total all other governmental funds	<u>\$ 16,999,726</u>	<u>\$ 20,717,285</u>	<u>\$ 24,772,557</u>	<u>\$ 27,373,280</u>	<u>\$ 16,430,649</u>	<u>\$ 21,920,426</u>	<u>\$ 10,563,149</u>	<u>\$ 10,136,680</u>	<u>\$ 10,153,454</u>	<u>\$ 17,094,275</u>

Source: Audited Financial Statements - Balance Sheet-Governmental funds

Note: The City of Ukiah adopted the provisions of GASB Statement No. 54 in FY2011. Prior year amounts were not restated.

Table 4
City of Ukiah
Changes in Fund Balances of Governmental Funds
Last 10 Fiscal Years
(modified accrual basis of accounting)

Function	Fiscal year									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Revenues										
Property taxes	\$ 4,202,837	\$ 5,105,884	\$ 5,365,559	\$ 5,741,393	\$ 5,106,817	\$ 4,426,250	\$ 3,182,981	\$ 1,484,934	\$ 1,251,189	\$ 3,729,370
Sales taxes	5,557,289	6,894,257	7,154,547	6,439,622	5,776,015	6,807,971	6,465,410	6,977,233	7,104,666	5,976,938
Transient occupancy taxes	489,659	604,080	753,715	710,053	661,149	691,627	775,547	828,000	925,191	1,061,823
Other taxes	929,154	928,336	927,083	910,424	936,854	891,717	917,930	929,173	950,386	2,047,734
Licenses & permits	153,096	208,573	142,036	155,807	337,508	344,593	434,492	272,070	292,688	186,012
Fines & forfeitures	74,744	96,112	128,797	145,971	195,817	295,613	270,468	319,189	256,776	58,692
Intergovernmental	2,164,530	3,813,212	3,615,552	2,424,259	4,419,645	4,626,790	4,756,038	2,964,207	3,270,042	3,048,401
Interest and rents	1,486,174	1,873,653	2,476,051	2,563,121	1,565,187	1,264,421	1,083,685	224,129	340,887	333,045
Charges for services	696,649	989,142	924,657	922,787	1,024,323	1,309,827	1,146,590	1,580,632	1,013,534	1,032,957
Miscellaneous	290,467	1,018,824	735,691	479,909	301,866	497,661	375,103	243,654	493,158	232,651
Total revenues	16,044,599	21,532,073	22,223,688	20,493,346	20,325,181	21,156,470	19,408,244	15,823,221	15,898,517	17,707,623
Expenditures										
Current:										
General government	1,595,073	2,106,228	2,055,096	1,787,942	1,712,083	1,701,144	1,861,192	2,117,303	2,773,585	852,079
Public safety	6,554,807	7,666,646	8,086,283	8,656,150	8,794,788	8,712,155	8,996,781	9,831,860	9,297,118	10,229,049
Public works	1,685,468	2,827,485	3,075,056	1,798,507	1,398,207	2,255,054	1,508,698	1,411,445	1,612,266	2,337,389
Housing and community development	1,023,471	1,764,237	1,911,046	2,494,429	10,255,824	3,530,698	1,151,384	1,205,464	785,349	327,921
Parks and recreation	1,573,832	1,900,284	1,980,129	2,236,986	1,859,248	2,312,834	2,048,294	2,327,464	2,304,893	2,692,906
Debt Service:										
Principal	233,489	5,632,452	345,000	230,000	235,000	250,000	265,000	-	-	-
Interest and fiscal charges	457,396	442,322	359,249	323,541	307,978	289,515	559,797	-	-	-
Issue costs	-	122,485	-	-	-	192,808	-	-	-	-
Capital outlay	982,220	804,623	510,731	1,693,179	5,188,025	5,354,765	2,481,671	1,545,538	1,159,928	1,739,147
Total expenditures	14,105,756	23,266,762	18,322,590	19,220,734	29,751,153	24,598,973	18,872,817	18,439,074	17,933,139	18,178,491
Excess (deficiency) of revenues over expenditures	1,938,843	(1,734,689)	3,901,098	1,272,612	(9,425,972)	(3,442,503)	535,427	(2,615,853)	(2,034,622)	(470,868)
Other financing sources (uses)										
Bond issue proceeds	-	5,595,000	-	-	-	8,430,000	-	-	-	-
Discount on bonds issued	-	(69,704)	-	-	-	(249,138)	-	-	-	-
Transfers-in	2,589,053	1,657,093	1,257,262	1,303,267	2,114,256	4,047,961	1,072,410	2,680,654	2,076,641	1,349,208
Transfers-out	(1,450,468)	(1,002,033)	(311,717)	(38,160)	(1,102,071)	(2,389,798)	(6,500)	(2,082,273)	(243,049)	(1,378,578)
Proceeds from borrowing	-	-	-	-	-	-	-	-	-	-
Total financing sources (uses)	1,138,585	6,180,356	945,545	1,265,107	1,012,185	9,839,025	1,065,910	598,381	1,833,592	(29,370)
Extraordinary items & Prior Period Adjs.	-	-	-	-	(1,746,178)	(359,507)	(12,331,505)	-	-	7,744,852
Net Change in Fund Balance	\$ 3,077,428	\$ 4,445,667	\$ 4,846,643	\$ 2,537,719	\$ (10,159,965)	\$ 6,037,015	\$ (10,730,168)	\$ (2,017,472)	\$ (201,030)	\$ 7,244,614
Debt service as percentage of non-capital expenses	5.56%	37.35%	4.12%	3.26%	2.26%	2.91%	5.30%	0.00%	0.00%	0.00%

Source: Audited Financial Statements - Statement of Revenues, Expenditures and Changes in Fund Balances

Prior Period adjustment of is the result of moving long-term receivables and Land Held for Resale from deferred inflows-unavailable revenues to restricted fund balance. See Note 14.

Table 5
City of Ukiah
Tax Revenues by Source, Governmental Funds,
Last Ten Fiscal Years

Fiscal Year	Type of Tax					Total
	Property	Sales & Use	Occupancy	Franchise	Other	
2006	4,202,837	5,557,289	489,659	530,011	399,137	11,178,933
2007	5,105,884	6,894,257	604,080	530,373	397,963	13,532,557
2008	5,365,559	7,154,547	753,715	555,281	371,802	14,200,904
2009	5,741,393	6,439,622	710,053	582,764	327,660	13,801,492
2010	5,106,817	5,776,015	661,149	545,503	391,351	12,480,835
2011	4,426,250	6,260,583	691,627	548,783	342,934	12,270,177
2012	3,182,981	6,465,410	775,547	567,486	350,444	11,341,868
2013	1,484,934	6,977,233	828,000	569,892	359,281	10,219,340
2014	1,251,189	7,104,666	925,191	591,767	358,618	10,231,431
2015	3,729,370 ¹	5,976,938 ²	1,061,823	1,643,559 ³	404,175	12,815,865
Change 2014-2015	198.1%	-15.9%	14.8%	177.7%	12.7%	25.3%

Source: Audited Financial Statements - Statement of Revenues, Expenditures and Changes in Fund Balances

1. The change in FY2015 included moving the Motor Vehicle License fee from Sales & Use to Property.
2. The change in FY2015 included moving the Motor Vehicle License fee from Sales & Use to Property.
3. Includes the Electric Utility Franchise Fee which was previously included as a Transfer to General Fund.

Table 6
City of Ukiah
Electric Utility Rates
Last 10 Fiscal Years

	Fiscal Year									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Residential, single phase										
Per meter per month, per KWH	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040	\$ 0.12040
Minimum monthly billing	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
General service:										
Base charge:										
Single phase	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40
Polyphase	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80	\$ 9.80
X-ray machine	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00
Miniumum charge:										
second meter	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40
Energy use charge, per										
meter, per month, per KWH										
Summer	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568	\$ 0.16568
Winter	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294	\$ 0.12294
General Service with Demand:										
Base rate, per meter, per month	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60
Demand charge per KWH										
Summer	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966	\$ 0.10966
Winter	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829	\$ 0.08829
General large Industrial Service:										
Base charge, per meter, per month	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60	\$ 70.60
Demand charge per kwh of										
maximum demand:										
Winter	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05	\$ 4.05
Summer	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45

Source: Utility Billing Department Rate Schedules

Table 7
City of Ukiah
Wastewater Utility Rates
Last 10 Fiscal Years

	Fiscal Year									
Wastewater System Rates- City (1)	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Residential										
Fixed Minimum Charge- Per Dwelling Unit	\$ 28.43	\$ 32.26	\$ 41.31	\$ 47.18	\$ 47.18	\$ 47.18	\$ 50.44	\$ 58.40	\$ 60.39	\$ 62.44
Consumption Rate (\$/hcf (2))	\$ 1.12	\$ 1.27	\$ 1.62	\$ 1.85	\$ 1.85	\$ 1.85	\$ 1.98	\$ 2.29	\$ 2.37	\$ 2.45
Commercial										
Commercial Low Strength (\$/hcf)	\$ 4.46	\$ 5.06	\$ 6.48	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.91	\$ 9.16	\$ 9.47	\$ 9.79
Commercial Moderate Strength (\$/hcf)	\$ 4.77	\$ 5.41	\$ 6.92	\$ 7.91	\$ 7.91	\$ 7.91	\$ 8.46	\$ 9.79	\$ 10.12	\$ 10.47
Commercial Medium Strength (\$/hcf)	\$ 8.44	\$ 9.57	\$ 12.24	\$ 13.99	\$ 13.99	\$ 13.99	\$ 14.96	\$ 17.32	\$ 17.91	\$ 18.52
Commercial High Strength (\$/hcf)	\$ 10.87	\$ 12.32	\$ 15.77	\$ 18.02	\$ 18.02	\$ 18.02	\$ 19.26	\$ 22.31	\$ 23.07	\$ 23.85

(1) The rates beginning in 2009-10 were approved pursuant to Resolution No. 2010-28 by City Council on July 21, 2010.

(2) Each unit equals 748 gallons or 100 cubic feet (hcf).

Wastewater System Rates- District (1)

Residential										
Fixed Minimum Charge- Per Dwelling Unit	\$ 28.43	\$ 32.26	\$ 41.31	\$ 47.18	\$ 47.18	\$ 53.47	\$ 53.47	\$ 53.47	\$ 53.47	\$ 53.47
Consumption Rate (\$/hcf (2))	\$ 1.12	\$ 1.27	\$ 1.62	\$ 1.85	\$ 1.85	\$ 3.40	\$ 4.45	\$ 5.50	\$ 6.60	\$ 6.60
Commercial										
Commercial Low Strength (\$/hcf)	\$ 4.46	\$ 5.06	\$ 6.48	\$ 7.40	\$ 7.40	\$ 7.91	\$ 8.46	\$ 9.06	\$ 9.69	\$ 9.69
Commercial Moderate Strength (\$/hcf)	\$ 4.77	\$ 5.41	\$ 6.92	\$ 7.91	\$ 7.91	\$ 8.46	\$ 9.05	\$ 9.68	\$ 10.36	\$ 10.36
Commercial Medium Strength (\$/hcf)	\$ 8.44	\$ 9.57	\$ 12.24	\$ 13.99	\$ 13.99	\$ 14.96	\$ 16.00	\$ 17.12	\$ 18.32	\$ 18.32
Commercial High Strength (\$/hcf)	\$ 10.87	\$ 12.32	\$ 15.77	\$ 18.02	\$ 18.02	\$ 19.26	\$ 20.61	\$ 22.05	\$ 23.60	\$ 23.60
Special (3)										

(1) The rates beginning in 2010-2011 were approved pursuant to Ordinance No. 36 approved by the District on June 30, 2011.

(2) Each unit equals 748 gallons or 100 cubic feet (hcf).

(3) Determined on a case-by-case basis.

Source: Utility Billing Department Rate Schedules

Table 8
City of Ukiah
Water Utility Rates
Last 10 Fiscal Years

Water System Rates (1)	Fiscal Year									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Consumption Rate (\$/unit (2))										
Single Family Residential	\$ 0.73	\$ 0.91	\$ 1.07	\$ 1.20	\$ 1.29	\$ 1.92	\$ 2.21	\$ 2.41	\$ 2.65	\$ 2.73
All Other Customers	\$ 0.73	\$ 0.91	\$ 1.07	\$ 1.20	\$ 1.29	\$ 1.92	\$ 2.21	\$ 2.41	\$ 2.65	\$ 2.73
Minimum base charge by Meter Size/ Class:										
3/4" Meter	\$ 14.08	\$ 14.36	\$ 14.64	\$ 14.94	\$ 15.24	\$ 22.71	\$ 26.11	\$ 28.46	\$ 31.31	\$ 32.25
1" Meter	\$ 18.38	\$ 21.58	\$ 22.97	\$ 21.41	\$ 25.90	\$ 38.59	\$ 44.38	\$ 48.37	\$ 53.21	\$ 54.81
1 1/2" Meter	\$ 27.76	\$ 37.85	\$ 41.85	\$ 45.99	\$ 50.28	\$ 74.92	\$ 86.15	\$ 93.91	\$ 103.30	\$ 106.40
2" Meter	\$ 39.33	\$ 58.10	\$ 65.38	\$ 72.93	\$ 80.75	\$ 120.32	\$ 138.37	\$ 150.82	\$ 165.90	\$ 170.88
3" Meter	\$ 66.52	\$ 105.72	\$ 120.70	\$ 136.25	\$ 152.36	\$ 227.02	\$ 261.07	\$ 284.57	\$ 313.02	\$ 322.41
4" Meter	\$ 104.92	\$ 173.40	\$ 199.43	\$ 226.44	\$ 254.45	\$ 379.13	\$ 436.00	\$ 475.24	\$ 522.76	\$ 538.45
6" Meter	\$ 200.16	\$ 341.13	\$ 394.53	\$ 449.92	\$ 507.37	\$ 755.98	\$ 869.38	\$ 947.62	\$ 1,042.38	\$ 1,073.66
Fire Service 2" & under	\$ 7.87	\$ 11.62	\$ 13.08	\$ 14.59	\$ 16.15	\$ 24.06	\$ 27.67	\$ 30.16	\$ 33.18	\$ 34.18
Fire Service 3"	\$ 13.30	\$ 21.14	\$ 24.14	\$ 27.25	\$ 30.47	\$ 45.40	\$ 52.21	\$ 56.91	\$ 62.60	\$ 64.48
Fire Service 4"	\$ 20.98	\$ 34.68	\$ 39.89	\$ 45.29	\$ 50.89	\$ 75.83	\$ 87.20	\$ 95.05	\$ 104.55	\$ 107.69
Fire Service 6" & up	\$ 40.03	\$ 68.23	\$ 78.91	\$ 89.98	\$ 101.47	\$ 151.19	\$ 173.87	\$ 189.52	\$ 208.47	\$ 214.72

(1) The rates beginning in 2009-10 were approved pursuant to Resolution No. 2010-27 by City Council on July 21, 2010.

(2) Each unit equals 748 gallons.

Source: Utility Billing Department Rate Schedules

Table 9
City of Ukiah
Top Ten Electric Usage Customers
Current Year in alphabetical order

Rate Payers	2015	
	Electric Usage	
City of Ukiah	\$ 702,416	4.65%
County of Medocino	574,269	3.80%
Home Depot	140,550	0.93%
Maverick Enterprises	230,014	1.52%
Mendocino Brewing Co.	176,307	1.17%
Safeway Stores	278,116	1.84%
Save Mart Supermarkets	437,171	2.89%
Ukiah Unified School District	353,633	2.34%
Ukiah Valley Medical Center	385,902	2.56%
Wal-Mart	142,205	0.94%
	<u>\$ 3,420,584</u>	<u>23%</u>

Source: Utility Billing Module

Table 10
City of Ukiah
Ratio of Outstanding Debt by Type
Per Capita & Per Capita Income Data
Last 10 Fiscal Years

Fiscal Year	Estimated Population	Countywide Per Capita Income	Estimated Ukiah Personal Income	Governmental Type Activities	Business Type Activities					Total Primary Government	Debt Per Capita	Percentage of Personal Income
				Redevelopment Bonds	Electric Revenue Bonds	Installment Agreements	State Loans	Landfill Obligations				
2006	15,955	\$ 29,508	\$ 470,800,140	\$ 5,632,452	\$ 16,830,000	\$89,415,000	\$ 5,832,793	\$ 7,831,864	\$ 13,464,316	\$ 844	2.86%	
2007	15,876	\$ 31,383	\$ 498,236,508	\$ 5,595,000	\$ 15,860,000	\$89,415,000	\$ 5,412,073	\$ 8,041,167	\$ 13,636,167	\$ 859	2.74%	
2008	15,758	\$ 32,589	\$ 513,537,462	\$ 5,250,000	\$ 14,830,000	\$89,135,000	\$ 4,977,952	\$ 8,167,206	\$ 13,417,206	\$ 851	2.61%	
2009	15,711	\$ 33,614	\$ 528,109,554	\$ 5,020,000	\$ 13,735,000	\$88,445,000	\$ 4,530,099	\$ 8,409,211	\$ 13,429,211	\$ 855	2.54%	
2010	15,682	\$ 32,388	\$ 507,908,616	\$ 4,785,000	\$ 12,570,000	\$86,945,000	\$ 4,068,249	\$ 8,594,214	\$ 13,379,214	\$ 853	2.63%	
2011	16,109	\$ 33,353	\$ 537,283,477	\$12,965,000	\$ 11,330,000	\$85,035,000	\$ 3,591,810	\$ 8,595,222	\$ 21,560,222	\$ 1,338	4.01%	
2012	15,960	\$ 35,110	\$ 560,355,600	\$12,700,000	\$ 10,005,000	\$83,055,000	\$ 3,100,437	\$ 8,775,386	\$ 21,475,386	\$ 1,346	3.83%	
2013	16,065	\$ 36,791	\$ 591,047,415	\$11,845,000	\$ 8,595,000	\$81,010,000	\$ 2,593,306	\$ 8,928,942	\$ 20,773,942	\$ 1,293	3.51%	
2014	16,185	\$ 38,307	\$ 619,998,795	\$10,935,000	\$ 7,095,000	\$78,895,000	\$ 2,070,256	\$ 9,062,877	\$ 19,997,877	\$ 1,236	3.23%	
2015	16,073	\$ 39,545	\$ 635,606,785	\$ 9,970,000	\$ 5,485,000	\$76,695,000	\$ 1,530,670	\$14,700,370	\$ 24,670,370	\$ 1,535	3.88%	

Source: Estimated Population-from the State of California Department of Finance.
Countywide Per Capita Income- Bureau of Economic Analysis CA1 Personal Income Summary:Personal Income, Population,
Per Capita Personal Income
Redevelopment Bond - Audited Financial Statements-Combining Statement of Fiduciary Net Position
Installment Agreements/State Loans & Landfill Obligations-Notes to Financial Statements-Long Term Debt

Table 11
City of Ukiah
Ratio of General Bonded Outstanding Debt
Last 10 Fiscal Years

Fiscal Year	Estimated Population	Countywide Per Capita Income	Actual Taxable Value of Property	General Bonded Debt Outstanding			Debt Per Capita	Percentage of Actual Taxable Value of Property
				Redevelopment Bonds	General Obligation Bonds	Total Primary Government		
2006	15,955	\$ 29,508	\$ 953,993,844	\$ 5,632,452	\$ -	\$ 5,632,452	\$ 353	0.59%
2007	15,876	\$ 31,383	\$ 1,035,450,324	\$ 5,595,000	\$ -	\$ 5,595,000	\$ 352	0.54%
2008	15,758	\$ 32,589	\$ 1,119,849,497	\$ 5,250,000	\$ -	\$ 5,250,000	\$ 333	0.47%
2009	15,711	\$ 33,614	\$ 1,178,230,603	\$ 5,020,000	\$ -	\$ 5,020,000	\$ 320	0.43%
2010	15,682	\$ 32,388	\$ 1,205,686,442	\$ 4,785,000	\$ -	\$ 4,785,000	\$ 305	0.40%
2011	16,109	\$ 33,353	\$ 1,180,790,444	\$12,965,000	\$ -	\$ 12,965,000	\$ 805	1.10%
2012	15,960	\$ 35,110	\$ 1,169,395,369	\$12,700,000	\$ -	\$ 12,700,000	\$ 796	1.09%
2013	16,065	\$ 36,791	\$ 1,171,599,083	\$11,845,000	\$ -	\$ 11,845,000	\$ 737	1.01%
2014	16,185	\$ 38,307	\$ 1,195,466,105	\$10,935,000	\$ -	\$ 10,935,000	\$ 676	0.91%
2015	16,073	\$ 39,545	\$ 1,224,746,468	\$ 9,970,000	\$ -	\$ 9,970,000	\$ 620	0.81%

Source: Estimated Population-from the State of California Department of Finance

Countywide Per Capita Income- Bureau of Economic Analysis CA1 Personal Income Summary:Personal Income, Population, Per Capita Personal Income

Redevelopment Bond - Audited Financial Statements-Combining Statement of Fiduciary Net Position

County of Mendocino Assessed Valuations by District

Table 12
City of Ukiah
Computation of Direct and Overlapping Bonded Debt
June 30, 2015

Jurisdiction	Debt Outstanding	Estimated Percentage Applicable to City (1)	Estimated Share of Direct and Overlapping Debt
Overlapping tax and assessment debt:			
City of Ukiah		100.000%	-
Ukiah Community College District	\$60,905,897	13.420%	\$ 8,173,571
Ukiah Unified School District	\$55,538,976	34.130%	\$ 18,955,453
Total overlapping tax and assessment debt			\$ 27,129,024
Overlapping General Fund Debt:			
Mendecino County General Fund Obligations	\$21,525,000	12.651%	\$ 2,723,128
Mendecino County Pension Obligation Bonds	\$68,305,000	12.651%	8,641,266
City of Ukiah	0	100.000%	-
Total overlapping general fund obligation debt			\$ 11,364,393
Overlapping Tax Increment Debt (Successor Agency):	\$9,970,000	100.000%	\$ 9,970,000
Total Direct Debt			\$ -
Total Overlapping Debt			\$ 48,463,417
Total combined debt			\$ 48,463,417 (2)
Ratio to 2014-2015 assessed valuation			
City of Ukiah total assessed valuation			\$ 1,294,489,514
Direct debt (City)		0.00%	
Direct debt (MJCCD, UVSD)		2.10%	
Overlapping debt		0.88%	
Combined total debt		3.74%	
Ratios to Redevelopment Successor Agency Incremental Assessed Valuation			
Redevelopment Successor Agency Incremental Assessed Valuation			\$ 560,189,211
Overlapping Tax Increment Debt		1.78%	

[1] The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

[2] Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

California Municipal Statistics, Inc. provided percentages applicable to City which are applied to the total outstanding debt amount as reported by the County of Mendecino. Assessed valuation total is provided by the County of Mendecino

Table 13
City of Ukiah
Legal Debt Margin Information
Last 10 Fiscal Years

<u>Fiscal Year</u>	<u>Assessed Valuation</u>	<u>Ratio Applied as % of Assessed Value</u>	<u>Legal Debt Limit Margin</u>	<u>Total Debt Subject to Limit</u>	<u>Debt Subject to Limit as % of Debt Limit</u>
2006	\$ 953,993,844	15.00%	143,099,077	-	0.00%
2007	\$1,035,450,324	15.00%	155,317,549	-	0.00%
2008	\$1,119,849,497	15.00%	167,977,425	-	0.00%
2009	\$1,178,230,603	15.00%	176,734,590	-	0.00%
2010	\$1,205,686,442	15.00%	180,852,966	-	0.00%
2011	\$1,180,790,444	15.00%	177,118,567	-	0.00%
2012	\$1,169,395,369	15.00%	175,409,305	-	0.00%
2013	\$1,171,599,083	15.00%	175,739,862	-	0.00%
2014	\$1,195,466,105	15.00%	179,319,916	-	0.00%
2015	\$1,224,746,468	15.00%	183,711,970	-	0.00%

Legal Debt Limit Margin Calculation for 2013-2014

Assessed value	<u>\$ 1,224,746,468</u>
Debt limit is 15% of assessed value	\$ 183,711,970
Less: Debt applicable to limitation	\$ -
Total bonded debt	<u>\$ -</u>
Legal debt margin	<u><u>\$ 183,711,970</u></u>

In accordance with state law the City may not incur general obligation bonded indebtedness in excess of 15% of total assessed valuation, with such debt being payable from the proceeds of taxes levied upon taxable properties
Source: County of Mendocino Assessed Valuations by District

Table 14
City of Ukiah
Pledged Net Revenue Debt Coverage
Last 10 Fiscal Years

Fiscal Year	Water System Debts (2)				1992 Electric Revenue Bonds				Wastewater System Debts (3)			
	Pledged System	Debt Service		Coverage	Pledged System	Debt Service		Coverage	Pledged System	Debt Service		Coverage
	Net Revenues	Principal	Interest		Net Revenues	Principal	Interest		Net Revenues (1)	Principal	Interest	
2005	-	-	-	-	3,905,903	855,000	1,127,125	1.97	-	-	-	-
2006	-	-	-	-	2,806,927	910,000	1,074,175	1.41	-	-	-	-
2007	258,359	-	-	-	3,936,655	970,000	1,017,775	1.98	-	-	-	-
2008	4,010,754	621,897	696,618	3.04	3,857,843	1,030,000	957,775	1.94	4,464,941	326,760	3,463,644	1.18
2009	3,196,026	637,635	679,481	2.43	401,066	1,095,000	892,656	0.20	5,023,445	736,291	3,454,113	1.20
2010	2,643,638	639,325	675,991	2.01	2,104,320	1,165,000	822,031	1.06	6,026,227	1,546,380	3,428,024	1.21
2011	2,007,243	647,515	665,601	1.53	4,234,671	1,240,000	746,875	2.13	3,577,709	1,956,772	3,369,632	0.67
2012	2,769,261	687,854	622,659	2.11	4,050,422	1,325,000	708,125	1.99	6,903,915	2,027,475	3,267,419	1.30
2013	2,662,015	453,632	622,148	2.47	463,374	1,410,000	625,312	0.23	6,685,684	2,098,499	3,189,995	1.26
2014	2,792,636	468,196	587,262	2.65	(82,183)	1,500,000	537,188	(0.04)	8,978,102	2,169,854	3,109,840	1.70
2015	3,223,234	488,037	567,331	3.05	881,810	1,610,000	443,438	0.43	7,260,306	2,263,252	3,038,640	1.37

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

1. Includes Ukiah Valley Sanitation District payments for Waste Water services and portion of Debt Service.
2. 2005 Water System Installment Agreement
State of California Department of Water Resources
3. 2006 Waste Water System Installment Agreement.
State of California Water Resources Control Board

Table 15
City of Ukiah
Demographic & Economic Statistics
Last 10 Fiscal Years

Fiscal Year	Estimated Population	Countywide Per Capita Income	Estimated City Ukiah Income	Assessed Valuation	Unemployment Rate
2006	15,955	\$ 29,508	\$ 470,800,140	\$ 953,993,844	-
2007	15,876	\$ 31,383	\$ 498,236,508	\$ 1,035,450,324	-
2008	15,758	\$ 32,589	\$ 513,537,462	\$ 1,119,849,497	6.40%
2009	15,711	\$ 33,614	\$ 528,109,554	\$ 1,178,230,603	10.10%
2010	15,682	\$ 32,388	\$ 507,908,616	\$ 1,205,686,442	10.80%
2011	16,109	\$ 33,353	\$ 537,283,477	\$ 1,180,790,444	10.60%
2012	15,960	\$ 35,110	\$ 560,355,600	\$ 1,169,395,369	9.90%
2013	16,065	\$ 36,791	\$ 591,047,415	\$ 1,171,599,083	7.40%
2014	16,185	\$ 38,307	\$ 619,998,795	\$ 1,195,466,105	5.90%
2015	16,073	\$ 39,545	\$ 635,606,785	\$ 1,224,746,468	5.40%

Source: Estimated Population-State of California Department of Finance
Countywide Per Capita Income- Bureau of Economic Analysis CA1 Personal Income Summary:Personal Income, Population, Per Capita Personal Income
Assessed Valuations-County of Mendocino-Assessed Valuations by District
Unemployment Rate-State of California Employment Development Department Labor Market Division Labor Force Data for Counties

Table 16
City of Ukiah
Full-Time Equivalent City Government Employees by Function
Last 10 Years

Function	Full-Time Equivalent Personnel as of June 30									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
General Government ⁽¹⁾	20.1	22.6	24.9	25.2	21.2	21.7	20.7	23.2	23.1	24.0
Police ⁽²⁾	40.5	42.8	43.8	43.3	42.5	39.5	39.5	38.5	43.0	48.0
Fire ⁽³⁾	19.5	21.0	22.0	21.5	20.5	18.5	18.5	15.5	11.0	11.0
Planning & Building	5.3	5.3	5.3	5.1	4.5	4.3	4.3	4.0	5.5	6.0
Public Works, Water Sewer & Wastewater Treatment	39.7	44.2	43.9	44.4	43.9	45.7	41.6	38.9	38.3	39.0
Electric	16.4	17.6	17.6	17.1	18.1	17.8	17.4	18.2	16.2	17.0
Airport	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Parks & Recreation	19.0	21.0	22.0	21.0	19.5	18.9	17.9	18.7	17.9	17.0
Totals:	<u>162.3</u>	<u>176.3</u>	<u>181.3</u>	<u>179.4</u>	<u>172.2</u>	<u>168.4</u>	<u>162.0</u>	<u>159.0</u>	<u>157.0</u>	<u>164.0</u>

(1) includes City Administration, Finance, Human Resources, Administrative Support and Information Services Functions

(2) Includes dispatch that supports both police and fire.

(3) Decrease in fire was due to discontinuing Amubulance Services

Source: City of Ukiah Budget-Authorized Full-Time Personnel (FTE) FY14/15

Table 17
City of Ukiah
Operating Indicators
Last 10 Fiscal Years

Function	Fiscal Year Ended June 30									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Police										
Felony crimes (1)	1677	1797	1522	1355	1398	1362	1192	1183	1091	508
Misdemeanor Arrests	753	658	791	624	660	621	560	557	479	1269
DUI	487	411	271	232	165	190	141	135	59	113
Crime Reports	4327	4475	4412	4190	3658	3664	3569	3579	3301	3736
Water system (2)										
Annual Consumption (AF)	3,739	3,490	3,148	2,872	2,387	2,505	2,660	2,831	2,788	2,609
Daily average consumption in MGD	3.338	3.116	2.810	2.563	2.130	2.236	2.374	2.527	2.489	2.330
Wastewater system (3)										
Daily average treatment in MGD	1,628.0	1,064.0	1,122.2	738.8	1,297.3	1,477.8	1,153.5	1,028.8	902.5	1,098.5
Maximum daily capacity of treatment plant, in MGD	4.459	2.915	3.066	2.024	3.554	4.049	3.152	2.819	2.473	3.010
Airport system (2)										
Number landings	26,892	29,009	21,391	24,813	22,326	21,972	25,269	38,293	31,700	42,507
Electric System (4)										
Kwh generated in (millions)	-	1	8	6	8	16	3	5	3	4
Streets (5)										
Expenditures for streets in thousands of dollars	\$ 657	\$ 776	\$ 825	\$ 798	\$ 651	\$ 923	\$ 762	\$ 833	\$ 1,087	\$ 1,119
Fire Supression (6)										
Number paramedical calls	1,344	1,502	1,603	1,519	1,561.00	1,521	1,421	260	-	-
Number fire calls	2,132	2,332	2,471	2,389	2,383	2,319	2,304	393	-	-

(1) Source-Ukiah Police Department Records Management System

(2) Source- State Controller's Report

(3) Source- City Wastewater Treatment Plant Operations Manager

(4) Source-Electric Energy Surcharge Returns-Note the Hydro Electric plant was not in operation in 2006.

(5) Source:General Ledger

(6) Source- Ambulance is now operated by a private company. Fire call statistics are maintained by Ukiah Valley Fire District

Table 18
City of Ukiah
Capital Asset Statistics
Last Ten Fiscal Years

Function	Fiscal Years ended June 30									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Area in Square Miles	4.70	4.70	4.70	4.7	4.7	4.7	4.7	4.7	4.7	4.7
Fire protection (State/County)										
Number of stations	1	1	1	1	1	1	1	1	1	1
Number of personnel	21.0	22.0	22.0	22.0	18.5	18.5	18.5	15.5	12.0	11.0
Parks and recreation:										
Conference center	1	1	1	1	1	1	1	1	1	1
Parks & open space areas	17	17	17	17	17	17	17	18	18	18
Park acreage	261	261	261	261	261	261	261	298	298	298
Tennis courts	5	5	3	3	3	3	3	3	3	3
Police protection										
Number of substations	1	1	1	1	1	1	1	1	1	1
Public library (County)										
Number of branches	1	1	1	1	1	1	1	1	1	1
Streets										
Miles of streets	53	53	53	53	53	53	53	53	53	53
Water system										
Service connections	5,439	5,498	4,256	5,544	5,574	5,585	5,650	5,680	5,699	5,712
Miles of water mains	8.6	8.9	8.9	8.9	8.9	8.9	8.9	8.9	8.9	8.9
Wastewater system										
Number of treatment plants	1	1	1	1	1	1	1	1	1	1
Electric system										
Number street lights	2352	2352	2352	2352	2352	2352	2352	2352	2352	2352

Other Compliance Reports



**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

City Council
City of Ukiah
Ukiah, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Ukiah (City), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 7, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described as item 2015-1 in the accompanying schedule of findings and responses to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items 2015-3 and 2015-4 to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2015-2.

City of Ukiah's Responses to Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and responses. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Van Lant & Fankhaenel, LLP".

June 7, 2016

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-1 Accuracy and Timeliness of Accounting Records

Finding:

The City's management is responsible for establishing and maintaining effective internal controls over financial reporting to help ensure that appropriate goals and objectives are met. This responsibility includes the selection and application of accounting principles, ensuring that financial information is reliable and properly recorded, and evaluating and monitoring ongoing activities.

In preparation for the annual audit, the City's Finance staff performed significant analysis and reconciliations of various accounts in the City's general ledger. However, when we began our year-end audit fieldwork, it became apparent that certain accounts had not yet been thoroughly analyzed and reconciled to supporting records. This includes grant receivables, unavailable revenue accounts, pooled cash accounts, long-term debt, capital assets and accounts payable. In addition, while performing audit procedures, we identified and proposed several material adjusting entries to the City's accounting records. Furthermore, *Statements on Auditing Standards No. 115, "Communicating Internal Control Related Matters Identified in an Audit"* states that "indicators of material weaknesses in internal control include: identification by the auditor of a material misstatement of the financial statements under audit in circumstances that indicate the misstatement would not have been detected by the entity's internal control."

Reconciliation and review of all balance sheet accounts and various revenue and expenditure accounts on a recurring basis, and especially at year-end, is a vital part of maintaining the integrity of the accounting and financial reporting system. Periodic reconciliations of balance sheet and other selected accounts provide accurate data from which to base decisions, prevent costly errors and provide ease in identifying potential adjustments and corrections. If this is not done in a timely manner throughout the fiscal year, the year-end closing process tends to be more difficult and time-consuming, and may contribute to delays in issuing year-end reports. It should be noted, adjusting journal entries were being made to the City's accounting records as late as March 2016, approximately 9 months after the end of the fiscal year.

Recommendation:

Therefore, in order to maintain the integrity of the accounting and financial reporting system, and to ensure timely reporting, we recommend that all balance sheet accounts and other selected accounts be analyzed on a monthly, quarterly or other periodic basis as appropriate. We suggest a schedule of accounting functions to be performed monthly, quarterly, etc., be prepared with the provision for signing off by date and initials when the procedure is complete.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-1 Accuracy and Timeliness of Accounting Records - Continued

Management's Response:

City management agrees with the recommendation and takes full responsibility for this material weakness in the effectiveness of the City's internal control. The deficiency is earnestly noted, that certain accounts in the City's general ledger had not been thoroughly analyzed and reconciled to supporting records during the fiscal year. Management clearly understands that, as a result of the deficiency, material misstatements in the City's June 30, 2015 financial statements would not have been detected by the City's internal control. Adjusting journal entries were made later to correct the City's accounting records, but the delay made the year-end closing process more difficult and time-consuming, which postponed year-end reports.

The City expects to successfully remedy the internal control weakness with the addition of trained accounting and financial reporting personnel, skilled hand-on leadership in the Finance Department, and improved system functionality and controls. This includes timely balance sheet account analysis and reconciliations. The City's measures will ensure the noted weaknesses are corrected permanently.

2015-2 Electric Revenue Bonds Rate Covenant

Finding:

The Indenture of Trust between the City of Ukiah and Bank of America National Trust and Savings Association, as Trustee for the Electric Revenue Refunding 1992 Bonds includes a requirement to:

"...prescribe, revise and collect such rates and charges for the services, facilities and electricity of Electric System which, after making allowances for contingencies and error in estimates, shall be at least sufficient to pay the following amounts in the order set forth:

- (a) Operating and Maintenance Expenses;
- (b) The interest on, principal and accreted Value (or Mandatory Sinking Account Payment) of the Outstanding Bonds (whether Serial or Term Bonds) as they become due and payable;
- (c) All other payments required for compliance with the Indenture or any Supplemental Indentures; and
- (d) All other payments required to meet any other obligations of the City which are charges, liens or encumbrances upon or payable from Net Operating Revenues.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-2 Electric Revenue Bonds Rate Covenant - Continued

The Charges shall be so fixed that the Net Operating Revenues, plus any surplus amounts on deposit with the Trustee pledged to the payment thereof, shall be at least 1.25 times the amounts payable under (b) above and 1.0 times the amounts payable under (c) and (d) above.”

For the 2014-15 fiscal year, the City’s Electric Enterprise Fund did not meet the required rate covenant requirement for the Electric Revenue Refunding 1992 Bonds as described above.

Recommendation:

We recommend the City, throughout the fiscal year, calculate and project their ability to meet the required bond rate covenants, and make any changes to the rate structure, if allowable, and/or expense reductions.

Management’s Response:

City management agrees with the recommendation and has put into place procedures to review the cash flows of the electric utility and monitor the revenues and expenses during the year. In addition, there will be a review of the reserve balances held in various accounts to make the appropriate transfers to the Trustee to comply with the rate coverage of the 1992 bonds.

2015-3 Fraud Prevention and Detection Program

Finding:

Management of the City is responsible for designing and implementing systems and procedures for the prevention and detection of fraud, and for ensuring a culture and environment that promotes honesty and ethical behavior. Fraud can range from minor employee theft and unproductive behavior to misappropriation of assets and fraudulent financial reporting.

The risk of fraud can be reduced through a combination of prevention, deterrence, and detection measures. However, fraud can be difficult to detect because it often involves concealment through falsification of documents or collusion among management, employees, or third parties. Therefore, it is important to place a strong emphasis on fraud prevention, which may reduce opportunities for fraud to take place, and fraud deterrence, which could persuade individuals that they should not commit fraud because of the likelihood of detection and punishment. Moreover, prevention and deterrence measures are much less costly than the time and expense required for fraud detection and investigation.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-3 Fraud Prevention and Detection Program - Continued

Recommendation:

While the City has taken steps to address the risk of fraud in certain areas, such as segregation of duties and other internal controls, we recommend the City consider taking a more formal, proactive approach to fraud prevention and deterrence. This would involve establishing an ongoing program of formally identifying and measuring fraud risks, taking steps to mitigate identified risks, and implementing and monitoring any necessary preventive and deterrent measures.

For example, the City should consider establishing a more formal training program for its employees regarding fraud. New employees should be trained at the time of hiring about the entity's values and its code of conduct. This training should explicitly cover expectations of all employees regarding (1) their duty to communicate certain matters; (2) a list of the types of matters, including actual or suspected fraud, to be communicated along with specific examples; and (3) information on how to communicate those matters. In addition to the training at the time of hiring, employees should receive refresher training periodically thereafter.

As mentioned above, management needs to provide information to employees on how to communicate fraud related matters. Research has shown that the majority of fraud is detected by fellow employees, and not outside auditors or internal controls. It is important for the City to establish and communicate to employees a reporting system that is appropriate for the City. The City should consider establishing a confidential reporting mechanism, which may include a combination of internal reporting and an anonymous tip hotline, not only for employees, but also for vendors and customers of the City.

In summary, the City has established controls over fraud in many areas. However, the City should evaluate whether a more formal, proactive approach to preventing fraud would be appropriate. The above comments do not address all components of a strong antifraud program. Additional information can be provided to the City's management regarding this issue.

Management's Response:

City management agrees with the recommendation and will take proactive steps to formally identify risks of fraud and to implement and monitor any necessary preventive and deterrent measures to minimize fraud. The City's new Finance Director, who starts on July 25, 2016, is a Certified Public Accountant and is well experienced in effective administrative, accounting, and financial reporting procedures that can deter workplace fraud. Additionally, the new Finance Director will work with the City Manager and the Human Resources Department to establish an ongoing employee training program that will explicitly cover expectations of all employees regarding their duty to communicate actual or suspected fraud as well as information on how to communicate these matters to City management.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-4 Segregation of Duties

Finding:

Community Services Cash Receipts

As part of our audit procedures we reviewed the process of collecting cash receipts at the Community Services Department in order to gain an understanding of the internal controls in this area. During our review we noted several weaknesses in the cash collection process. Below is a list of the issues identified:

- 1) No numerical reconciliation of the manual receipts issued, and through discussions with City staff, the issuance of receipts is not mandatory.
- 2) Cash payments are taken by instructors without the issuance of receipts.
- 3) Reconciliation of the number of people registered for classes to the number of people in attendance in a class is not done on a consistent basis.
- 4) Lack of segregation of duties for the receptionist/clerk who collects payments, inputs receipts, and reconciles the cash and checks collected.

Lack of internal controls over the collection of payments at the Community Services Department could result in payments collected that are not ultimately recorded in the City's general ledger and deposited into the City's bank accounts.

Cash Disbursements

While obtaining an understanding of the internal controls over the accounts payable and cash disbursements process, we found there is a lack of segregation of incompatible duties for the Administrative Analyst – AP Clerk. The Administrative Analyst, enters new vendors into the vendor file, changes/updates vendor information, inputs the payments to be made for each check run, obtains the signed and printed checks from the printer, and places the checks in envelopes to be mailed. Also, the Purchasing Supervisor can create purchase order's (PO's), issue PO's, make and approve purchases, request vendors to be added to the AP system, and approve receiving copy or invoice if necessary.

In a strong internal control environment, the individual responsible for entering payments to be made for each check run should not have access to the vendor master file, and also should not have access to the checks once they have been printed and signed. These functions should be segregated to reduce the potential for misappropriation of City funds. In addition, because the PO system does not require multiple approvals to generate PO's, the Purchasing Supervisor has an incompatible duty of being able to create and generate PO's and approve the invoice/purchase.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended June 30, 2015

2015-4 Segregation of Duties - Continued

Recommendation:

The City should evaluate the various functions discussed above (and all City functions), and determine what practical steps can be taken to segregate incompatible duties. The City should perform risk assessment procedures, on a regular basis, to determine significant risks to which the City is exposed, which risks the City is willing to accept, and the risks for which the City should take action to mitigate. Cost versus benefit analysis should be considered throughout the risk assessment process.

Management's Response:

Community Services Cash Receipts

City management agrees with the recommendation and has taken appropriate measures to address the noted weaknesses in the Community Services' cash collection processes. In May 2016, the Community Services Department implemented RecDesk, a Web-based accounting and reporting system that manages online registrations for Community Services' programs and issues appropriate receipts for registration payments. Customers are encouraged to register online for programs. In addition, receipt books are used by staff to record payments received in the field, although such payments are seldom made. On a daily basis, all receipts are reconciled to RecDesk by the Department Receptionist and separately by another Community Services staff member. All receipts are forwarded to the Finance Department on a daily basis for deposit in the City's bank accounts and for appropriate coding in the City's general ledger.

Cash Disbursements

City management agrees with the recommendation, although a clear segregation of primary accounts payable responsibilities (vendor file maintenance, payment check processing and distribution) is not entirely possible given the small size of the City staff. However, mitigating measures are being established to ensure all vendor payments are appropriately authorized and reviewed for correctness. Such measures will provide a sound level of internal control over the City's purchasing and cash disbursement processes.

**INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES
APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS**

City Council
City of Ukiah
Ukiah, California

We have performed procedures enumerated below to be the accompanying Appropriations Limit worksheet of the City of Ukiah, for the year ended June 30, 2015. These procedures, which were agreed to by the City of Ukiah and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII B of the California Constitution*), were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. The City's management is responsible for the Appropriations Limit worksheet. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned documents to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit worksheet, we added last year's limit to total adjustments and agreed the resulting amount to this year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit worksheet to the other documents referenced in #1 above.

Finding: The City did not use the correct annual population adjustment factor on their Appropriations Limit worksheet. Therefore, their 2014-15 Appropriation Limit is lower by .068%

4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

Finding: No exceptions were noted as a result of our procedures.

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit worksheet. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by the League publication entitled *Article XIII B of the California Constitution*.

This report is intended solely for the use of the City Council and management of the City of Ukiah and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Van Lant & Fankhaed, LLP

June 7, 2016

CITY OF UKIAH
APPROPRIATIONS LIMIT COMPUTATION
2014 – 2015

	<u>2014 - 2015</u>
Change in Per Capital Personal Income	-0.23%
Population Change	
City Population Growth	0.52%
Change in Per Capita Personal Income Converted to a Ratio	0.9977
Population Change Converted to a Ratio	1.0052
Calculation of Growth Factor	1.0029
2013 - 2014 Appropriations Limit	<u>\$ 35,148,577</u>
2014 - 2015 Appropriations Limit (\$35,148,577 X 1.0029)	<u>\$ 35,250,508</u>

CITY OF UKIAH

**Single Audit Report on
Federal Award Programs**
June 30, 2015

CITY OF UKIAH
SINGLE AUDIT REPORT ON FEDERAL AWARD PROGRAMS
Year Ended June 30, 2015

TABLE OF CONTENTS

	Page
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1 - 2
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	3 - 5
Schedule of Expenditures of Federal Awards	6
Notes to the Schedule of Expenditures of Federal Awards	7
Schedule of Findings and Questioned Costs	8 - 15
Summary Schedule of Prior Audit Findings	16

**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

City Council
City of Ukiah
Ukiah, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Ukiah (the "City"), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 7, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described as item 2015-1 in the accompanying schedule of findings and responses to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items 2015-3 and 2015-4 to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2015-2.

City of Ukiah's Responses to Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Van Lant & Fankhauser, LLP

June 7, 2016

**Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control Over Compliance Required by OMB Circular A-133**

City Council
City of Ukiah
Ukiah, California

Report on Compliance for Each Major Federal Program

We have audited the City of Ukiah's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2015. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Ukiah, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, of the City of Ukiah, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 7, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional

analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Van Lant & Fankhaenel, LLP

June 7, 2016

CITY OF UKIAH
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
(SUPPLEMENTARY INFORMATION)
Year Ended June 30, 2015

Federal Grantor/ Pass-through Grantor/Program Title	Federal Domestic Assistance Number	Program Identification Number	Program Expenditures
<u>Federal Highway Administration</u>			
<i>Passed through the California Department of Transportation:</i>			
State Street Streetscape	20.205	HSIPL5049 (025)	\$ 4,160
State Street Road Diet	20.205	HSIPL5049 (026)	4,160
Subtotal			<u>8,320</u>
<u>U.S. Department of Housing and Urban Development</u>			
<i>Passed through to the California Department of Housing and Community Development:</i>			
HOME Investment Partnership Program Activities	14.239	11-HOME-7654	311,555*
Community Development Block Grant	14.228	10-EDEF-7261	210,173
Community Development Block Grant	14.228	13-CDBG-8940	18,733
Subtotal			<u>540,461</u>
Total Federal Financial Assistance			<u><u>\$ 548,781</u></u>

*Major Program

CITY OF UKIAH
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2015

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF FEDERAL AWARDS

A) Scope of Presentation

The accompanying schedule presents only the expenditures incurred (and related awards received) by the City of Ukiah that are reimbursable under programs of federal agencies providing financial assistance. For the purpose of this schedule, financial assistance includes both federal financial assistance received directly from a federal agency, as well as federal funds received from pass-through entities by the City of Ukiah. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with the state, local or other non-federal funds are excluded from the accompanying schedule.

B) Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the accrual basis of accounting, expenditures are incurred when the City of Ukiah becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported include any property or equipment acquisitions incurred under the federal program.

C) Major Programs

The City had one major program for the year ended June 30, 2015, consisting of the HOME Investment Partnership Program Activities, which had total disbursements of \$311,555. This amount calculates to 56.8% of the total disbursements from federal awards.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of Auditors’ Report Issued:	Unmodified
Internal Control Over Financial Reporting:	
Material Weakness(es) Identified?	Yes
Significant Deficiencies Identified not Considered to be Material Weaknesses?	Yes
Noncompliance Material to Financial Statements Noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material Weakness(es) Identified?	No
Significant Deficiencies Identified not Considered to be Material Weaknesses?	No
Type of Auditor’s Report Issued on Compliance for Major Programs:	Unmodified
Any Audit Findings Disclosed that are Required to be Reported in Accordance With OMB Circular A-133, Section 510(a)?	No

Identification of Major Programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>14.239</u>	<u>U.S. Department of Housing and Urban Development HOME Investment Partnership Program Activities</u>

Dollar Threshold used to Distinguish Between Type A And Type B Programs:	<u>\$ 300,000</u>
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Auditee Qualified as Low-Risk Auditee?	No
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CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

SECTION II – FINANCIAL STATEMENT FINDINGS

2015-1 Accuracy and Timeliness of Accounting Records

Finding:

The City's management is responsible for establishing and maintaining effective internal controls over financial reporting to help ensure that appropriate goals and objectives are met. This responsibility includes the selection and application of accounting principles, ensuring that financial information is reliable and properly recorded, and evaluating and monitoring ongoing activities.

In preparation for the annual audit, the City's Finance staff performed significant analysis and reconciliations of various accounts in the City's general ledger. However, when we began our year-end audit fieldwork, it became apparent that certain accounts had not yet been thoroughly analyzed and reconciled to supporting records. This includes grant receivables, unavailable revenue accounts, pooled cash accounts, long-term debt, capital assets and accounts payable. In addition, while performing audit procedures, we identified and proposed several material adjusting entries to the City's accounting records. Furthermore, *Statements on Auditing Standards No. 115, "Communicating Internal Control Related Matters Identified in an Audit"* states that "indicators of material weaknesses in internal control include: identification by the auditor of a material misstatement of the financial statements under audit in circumstances that indicate the misstatement would not have been detected by the entity's internal control."

Reconciliation and review of all balance sheet accounts and various revenue and expenditure accounts on a recurring basis, and especially at year-end, is a vital part of maintaining the integrity of the accounting and financial reporting system. Periodic reconciliations of balance sheet and other selected accounts provide accurate data from which to base decisions, prevent costly errors and provide ease in identifying potential adjustments and corrections. If this is not done in a timely manner throughout the fiscal year, the year-end closing process tends to be more difficult and time-consuming, and may contribute to delays in issuing year-end reports. It should be noted, adjusting journal entries were being made to the City's accounting records as late as March 2016, approximately 9 months after the end of the fiscal year.

Recommendation:

Therefore, in order to maintain the integrity of the accounting and financial reporting system, and to ensure timely reporting, we recommend that all balance sheet accounts and other selected accounts be analyzed on a monthly, quarterly or other periodic basis as appropriate. We suggest a schedule of accounting functions to be performed monthly, quarterly, etc., be prepared with the provision for signing off by date and initials when the procedure is complete.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

2015-1 Accuracy and Timeliness of Accounting Records - Continued

Management's Response:

City management agrees with the recommendation and takes full responsibility for this material weakness in the effectiveness of the City's internal control. The deficiency is earnestly noted, that certain accounts in the City's general ledger had not been thoroughly analyzed and reconciled to supporting records during the fiscal year. Management clearly understands that, as a result of the deficiency, material misstatements in the City's June 30, 2015 financial statements would not have been detected by the City's internal control. Adjusting journal entries were made later to correct the City's accounting records, but the delay made the year-end closing process more difficult and time-consuming, which postponed year-end reports.

The City expects to successfully remedy the internal control weakness with the addition of trained accounting and financial reporting personnel, skilled hand-on leadership in the Finance Department, and improved system functionality and controls. This includes timely balance sheet account analysis and reconciliations. The City's measures will ensure the noted weaknesses are corrected permanently.

2015-2 Electric Revenue Bonds Rate Covenant

Finding:

The Indenture of Trust between the City of Ukiah and Bank of America National Trust and Savings Association, as Trustee for the Electric Revenue Refunding 1992 Bonds includes a requirement to:

"...prescribe, revise and collect such rates and charges for the services, facilities and electricity of Electric System which, after making allowances for contingencies and error in estimates, shall be at least sufficient to pay the following amounts in the order set forth:

- (a) Operating and Maintenance Expenses;
- (b) The interest on, principal and accreted Value (or Mandatory Sinking Account Payment) of the Outstanding Bonds (whether Serial or Term Bonds) as they become due and payable;
- (c) All other payments required for compliance with the Indenture or any Supplemental Indentures;
and
- (d) All other payments required to meet any other obligations of the City which are charges, liens or encumbrances upon or payable from Net Operating Revenues.

The Charges shall be so fixed that the Net Operating Revenues, plus any surplus amounts on deposit with the Trustee pledged to the payment thereof, shall be at least 1.25 times the amounts payable under (b) above and 1.0 times the amounts payable under (c) and (d) above."

For the 2014-15 fiscal year, the City's Electric Enterprise Fund did not meet the required rate covenant requirement for the Electric Revenue Refunding 1992 Bonds as described above.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

2015-2 Electric Revenue Bonds Rate Covenant - Continued

Recommendation:

We recommend the City, throughout the fiscal year, calculate and project their ability to meet the required bond rate covenants, and make any changes to the rate structure, if allowable, and/or expense reductions.

Management's Response:

City management agrees with the recommendation and has put into place procedures to review the cash flows of the electric utility and monitor the revenues and expenses during the year. In addition, there will be a review of the reserve balances held in various accounts to make the appropriate transfers to the Trustee to comply with the rate coverage of the 1992 bonds.

2015-3 Fraud Prevention and Detection Program

Finding:

Management of the City is responsible for designing and implementing systems and procedures for the prevention and detection of fraud, and for ensuring a culture and environment that promotes honesty and ethical behavior. Fraud can range from minor employee theft and unproductive behavior to misappropriation of assets and fraudulent financial reporting.

The risk of fraud can be reduced through a combination of prevention, deterrence, and detection measures. However, fraud can be difficult to detect because it often involves concealment through falsification of documents or collusion among management, employees, or third parties. Therefore, it is important to place a strong emphasis on fraud prevention, which may reduce opportunities for fraud to take place, and fraud deterrence, which could persuade individuals that they should not commit fraud because of the likelihood of detection and punishment. Moreover, prevention and deterrence measures are much less costly than the time and expense required for fraud detection and investigation.

Recommendation:

While the City has taken steps to address the risk of fraud in certain areas, such as segregation of duties and other internal controls, we recommend the City consider taking a more formal, proactive approach to fraud prevention and deterrence. This would involve establishing an ongoing program of formally identifying and measuring fraud risks, taking steps to mitigate identified risks, and implementing and monitoring any necessary preventive and deterrent measures.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

2015-3 Fraud Prevention and Detection Program - Continued

For example, the City should consider establishing a more formal training program for its employees regarding fraud. New employees should be trained at the time of hiring about the entity's values and its code of conduct. This training should explicitly cover expectations of all employees regarding (1) their duty to communicate certain matters; (2) a list of the types of matters, including actual or suspected fraud, to be communicated along with specific examples; and (3) information on how to communicate those matters. In addition to the training at the time of hiring, employees should receive refresher training periodically thereafter.

As mentioned above, management needs to provide information to employees on how to communicate fraud related matters. Research has shown that the majority of fraud is detected by fellow employees, and not outside auditors or internal controls. It is important for the City to establish and communicate to employees a reporting system that is appropriate for the City. The City should consider establishing a confidential reporting mechanism, which may include a combination of internal reporting and an anonymous tip hotline, not only for employees, but also for vendors and customers of the City.

In summary, the City has established controls over fraud in many areas. However, the City should evaluate whether a more formal, proactive approach to preventing fraud would be appropriate. The above comments do not address all components of a strong antifraud program. Additional information can be provided to the City's management regarding this issue.

Management's Response:

City management agrees with the recommendation and will take proactive steps to formally identify risks of fraud and to implement and monitor any necessary preventive and deterrent measures to minimize fraud. The City's new Finance Director, who starts on July 25, 2016, is a Certified Public Accountant and is well experienced in effective administrative, accounting, and financial reporting procedures that can deter workplace fraud. Additionally, the new Finance Director will work with the City Manager and the Human Resources Department to establish an ongoing employee training program that will explicitly cover expectations of all employees regarding their duty to communicate actual or suspected fraud as well as information on how to communicate these matters to City management.

2015-4 Segregation of Duties

Finding:

Community Services Cash Receipts

As part of our audit procedures we reviewed the process of collecting cash receipts at the Community Services Department in order to gain an understanding of the internal controls in this area. During our review we noted several weaknesses in the cash collection process. Below is a list of the issues identified:

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

2015-4 Segregation of Duties - Continued

- 1) No numerical reconciliation of the manual receipts issued, and through discussions with City staff, the issuance of receipts is not mandatory.
- 2) Cash payments are taken by instructors without the issuance of receipts.
- 3) Reconciliation of the number of people registered for classes to the number of people in attendance in a class is not done on a consistent basis.
- 4) Lack of segregation of duties for the receptionist/clerk who collects payments, inputs receipts, and reconciles the cash and checks collected.

Lack of internal controls over the collection of payments at the Community Services Department could result in payments collected that are not ultimately recorded in the City's general ledger and deposited into the City's bank accounts.

Cash Disbursements

While obtaining an understanding of the internal controls over the accounts payable and cash disbursements process, we found there is a lack of segregation of incompatible duties for the Administrative Analyst – AP Clerk. The Administrative Analyst, enters new vendors into the vendor file, changes/updates vendor information, inputs the payments to be made for each check run, obtains the signed and printed checks from the printer, and places the checks in envelopes to be mailed. Also, the Purchasing Supervisor can create purchase order's (PO's), issue PO's, make and approve purchases, request vendors to be added to the AP system, and approve receiving copy or invoice if necessary.

In a strong internal control environment, the individual responsible for entering payments to be made for each check run should not have access to the vendor master file, and also should not have access to the checks once they have been printed and signed. These functions should be segregated to reduce the potential for misappropriation of City funds. In addition, because the PO system does not require multiple approvals to generate PO's, the Purchasing Supervisor has an incompatible duty of being able to create and generate PO's and approve the invoice/purchase.

Recommendation:

The City should evaluate the various functions discussed above (and all City functions), and determine what practical steps can be taken to segregate incompatible duties. The City should perform risk assessment procedures, on a regular basis, to determine significant risks to which the City is exposed, which risks the City is willing to accept, and the risks for which the City should take action to mitigate. Cost versus benefit analysis should be considered throughout the risk assessment process.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

2015-4 Segregation of Duties - Continued

Management's Response:

Community Services Cash Receipts

City management agrees with the recommendation and has taken appropriate measures to address the noted weaknesses in the Community Services' cash collection processes. In May 2016, the Community Services Department implemented RecDesk, a Web-based accounting and reporting system that manages online registrations for Community Services' programs and issues appropriate receipts for registration payments. Customers are encouraged to register online for programs. In addition, receipt books are used by staff to record payments received in the field, although such payments are seldom made. On a daily basis, all receipts are reconciled to RecDesk by the Department Receptionist and separately by another Community Services staff member. All receipts are forwarded to the Finance Department on a daily basis for deposit in the City's bank accounts and for appropriate coding in the City's general ledger.

Cash Disbursements

City management agrees with the recommendation, although a clear segregation of primary accounts payable responsibilities (vendor file maintenance, payment check processing and distribution) is not entirely possible given the small size of the City staff. However, mitigating measures are being established to ensure all vendor payments are appropriately authorized and reviewed for correctness. Such measures will provide a sound level of internal control over the City's purchasing and cash disbursement processes.

CITY OF UKIAH
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2015

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no auditor's findings required to be reported in accordance with paragraph 510(a) of OMB Circular A-133.

CITY OF UKIAH
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2015

SECTION II – FINANCIAL STATEMENT FINDINGS

2013-02 Noncompliance with Rate Covenants:

Status: This finding has not been resolved. See Finding 2015-2 in the Summary Schedule of Findings and Questioned Costs.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no auditor's findings required to be reported in accordance with OMB Circular A-133 in the prior year.

June 28, 2016

City Council
City of Ukiah
Ukiah, CA

We are engaged to audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ukiah for the year ending June 30, 2016. Professional standards require that we provide you with the following information related to our audit. We would also welcome the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process, if necessary.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance.

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the RSI which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the supplementary information, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the other information, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Also, our audit standards require that we inquire with Council Members regarding the issue of fraud and compliance with laws, regulations, etc. Please provide us with information you may have regarding the following, by calling Greg Fankhanel, Partner, at (909) 856-6879, or emailing to gfankhanel@vlfcpa.com:

- Your views about the risks of fraud.
- Whether you have knowledge of any actual, suspected, or alleged fraud affecting the entity.
- Whether you have knowledge of any possible or actual noncompliance or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Whether you have an active role in oversight of management's processes for identifying and responding to fraud risks and of the controls established to mitigate those risks, and if so, how you exercise such oversight activities.
- Whether the entity is in compliance with laws, regulations, contracts, and grant agreements.

We began our audit in June of 2016 and plan to issue our final reports in December of 2016.

This information is intended solely for the use of the City Council and management of the City of Ukiah and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Van Lant + Fankhauser, LLP

June 28, 2016

To: City Council and Management
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482-5400

We are pleased to confirm our understanding of the services we are to provide the City of Ukiah (City) for the year ending June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Ukiah as of and for the year ending June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget schedules.
- 3) Pension information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards, as applicable.
- 2) Non-major funds financial statements and budget schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and Management of the City of Ukiah. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report on agreed-upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition,

an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP (VLF) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State agencies or designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VLF personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by Oversight Agencies for Audit, or Pass-through Entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June of 2016 and to issue our reports no later than December of 2016. Brett Van Lant is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be in accordance with our audit proposal dated March 23, 2015. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Ukiah and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very truly yours,

Van Lant & Fankhauser, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Ukiah.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



ITEM NO.: 12d

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: UPDATE AND DISCUSSION ON THE FISCAL YEAR 2016-17 BUDGET SCHEDULE

Summary: Council will receive an update on the FY 2016-17 Budget document and hearing schedule as of July 2016.

Background: On June 15, 2016, the City Council was advised of a delay in developing the FY 2016-17 Budget and adopted Resolution 2016-35 authorizing funding and appropriations to continue through August 2016.

Over the last weeks, the budget team has been working to update the cost allocation plan, review the department requests, incorporate an updated Five Year Capital Improvement Plan for only the FY 2016-17 projects in the budget document and revise the budget format to include all appropriate funds and available fund balances and reserves.

This format change will provide a clearer understanding of the total sources and uses within each fund and the effect on fund balance and available reserves. This will also allow for a better reconciliation with the prior year's audited financial statements. The level of detail for each of the funds will still be in the budget document.

Discussion: The draft budget document is planned to be completed by July 20, 2016. It is recommended to hold budget hearings during the week of July 25-29, 2016.

Depending on the extent of changes, additions or other adjustments to the draft budget, the final document and resolution for adoption will be presented on either the August 3rd or 17th City Council meeting. In addition, as part of the adoption of the FY 2016-17 Budget, staff will provide a preliminary schedule for the FY 2016-17 Mid-Year Budget Review and development of the FY 2017-18 Budget.

In addition, at the August 17th City Council meeting, staff will present an update to the Five Year Capital Improvement Plan that will include the projects adopted in the FY 2016-17 Budget and projections of projects to FY 2020-21.

Fiscal Impact: No fiscal impact is expected from this action. Staff is held accountable under Resolution 2016-35 on spending limits during July and August based on the adopted FY 2015-16 Budget and other specifically authorized expenditures.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

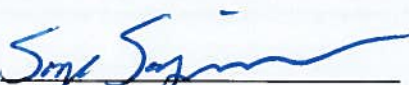
RECOMMENDED ACTION(S): Direct the City Manager to schedule budget hearings during the week of July 25-29, 2016.

ALTERNATIVES: Provide alternative direction to staff.

Citizens advised: N/A
Requested by: David Spilman, Interim Finance Director
Prepared by: David Spilman, Interim Finance Director
Coordinated with: Sage Sangiacomo, City Manager
Presenter: David Spilman, Interim Finance Director
Attachment: None

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

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

Approved: 
Sage Sangiacomo, City Manager



ITEM NO.: 12e

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: RECEIVE STATUS OF BIDDING EFFORT FOR SPECIFICATION NO. 16-03 GRACE HUDSON MUSEUM ROOF REPLACEMENT PROJECT AND CONSIDER AUTHORIZING STAFF TO PROCEED WITH A NEGOTIATED CONTRACT PROCESS

Summary: Council will receive a report regarding the status of the bidding effort for Specification No. 16-03 Grace Hudson Museum Roof Replacement Project and consider authorizing staff to proceed with a negotiated contract process.

Background: In May 2016, the City Council amended the Capital Improvement Plan to incorporate the roof replacement project at the Grace Hudson Museum. Specification No. 16-03 was prepared and included the scope of work for new composition shingle roofing, reuse of existing gutter, and new flashing, and an estimated quantity for repair work to flashing caps, glue-lam beams, and decking. The plans and specifications can be viewed as Attachment #1 and online at: <https://cityofukiah.box.com/v/Spec16-03GHMRoofReplacement>.

The roofing area is approximately 15,200 square feet with 320 linear feet of gutters. The roof replacement portion has been estimated at \$4 - \$5 per square foot. Staff and architect believe that this project will cost \$70,000 - \$90,000 depending upon the bidding environment and any unforeseen damage or dry-rot that is exposed during the execution of the work.

Discussion: The Notice to Bidders was advertised for either a Class B or C-39 licensed contractor, and published in the Ukiah Daily Journal on May 29, 2016, and again on June 5, 2016. The Notice was distributed to those listed on the Qualified Contractor's List, and specifications were also distributed to the building exchanges. The City held a mandatory pre-bid meeting on June 7, 2016. Five contractors attended the meeting. The bid opening was scheduled for 2 p.m. on June 28th, with the City receiving no bids.

After some investigation, it seems that many of the contractors that could perform the work are currently busy with projects, and were unable to provide a bid at this time, even though plenty of time was given to respond to the bid request.

RECOMMENDED ACTION(S): Approve pursuing the negotiated contract process for Specification No. 16-03 Grace Hudson Museum Roof Replacement Project.

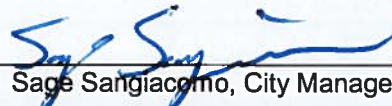
ALTERNATIVES: Remand to staff with direction.

Citizens advised: Sun House Guild and Museum Endowment
Requested by: N/A
Prepared by: Mary Horger, Purchasing Supervisor; Tami Bartolomei, Community Services Administrator; and Sherrie Smith-Ferri, Museum Director
Coordinated with: Katie Marsolan, Project Analyst
Presenters: Sherrie Smith-Ferri, Museum Director; Tami Bartolomei, Community Services Administrator; and Mary Horger, Purchasing Supervisor
Attachment: 1. Specification No. 16-03 Grace Hudson Museum Roof Replacement

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

As per Section 22038(c) of the California Public Contract Code, *"If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this article."*

A similar situation occurred last year with Specification No. 15-11 Crosswalk at North State Street and Garrett Drive. In that case, staff went back and reached out to local contractors, and other contractors in nearby regions, using the specification documents to obtain quotes. From there, staff evaluated the quotes received and returned to Council with an award recommendation.

In this case, time is of the essence, the Museum roof needs to be replaced before the winter rains start. Staff would like to proceed the same way as in the North State Street Crosswalk case, as soon as is possible. If successful in obtaining quotes, Staff plans to come back to Council shortly with an award recommendation.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
\$0	Museum Capital Roof CIP	22022700.80220	Yes ☒ No ☐ **Budget Amendment authorized by City Council on May 18, 2016 (Agenda Item 12a).	N/A

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
GRACE HUDSON MUSEUM
ROOF REPLACEMENT
SPECIFICATION NO. 16-03**

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
300 Seminary Avenue
Ukiah, California 95482-5400

MANDATORY PRE-BID MEETING:
11:00 am, June 7, 2016
Grace Hudson Museum, 431 South Main Street, Ukiah, CA 95482

**Bids Open: June 28, 2016
 2:00 p.m.
 Office of City Clerk
 300 Seminary Avenue
 Ukiah, California 95482**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

STEVE SCALMANINI –MAYOR
DOUGLAS CRANE
JIM BROWN
KEVIN DOBLE
MAUREEN MULHEREN

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PURCHASING SUPERVISOR

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
MAY 24, 2016

TABLE OF CONTENTS

	PAGE
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	1
GENERAL CONDITIONS	
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS	2
1-01. Definitions	
1-02. Examinations of Plans, Special Provisions and Site of Work	
1-03. Proposal	
1-04. Withdrawal of Bids	
1-05. Public Opening of Bids	
1-06. Bid Guaranty	
1-07. Qualification of Bidders	
1-08. Disqualification of Bidders	
1-09. Identification of Subcontractors	
1-10. General Provisions of the Standard Specifications	
SECTION 2. AWARD AND EXECUTION OF CONTRACT	4
2-01. Award of Contract	
2-02. Return of Proposal Guaranties	
2-03. Execution of Contract	
SECTION 3. SCOPE AND INTENT OF CONTRACT.....	4
3-01. Effect of Inspection and Payments	
3-02. Effect of Extension of Time	
3-03. Extra Work	
3-04. Assignment of Contract	
3-05. Subcontractors	
3-06. Interpretation of Special Provisions and Drawings	
3-07. Liability of City Officials	
3-08. Dispute Resolution	
SECTION 4. BONDS	5
4-01. Faithful Performance Bond	
4-02. Material and Labor Bond	
4-03. Defective Material and Workmanship Bond	
4-04. Notification of Surety Companies	
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS	5
5-01. Minimum Scope of Insurance	
5-02. Minimum Limits of Insurance	
5-03. Deductibles and Self-Insured Retentions	
5-04. Other Insurance Provisions	
5-05. Acceptability of Insurers	
5-06. Verification of Coverage	
5-07. Subcontractors	

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR	7
6-01. Legal Address of Contractor	
6-02. Office of Contractor at Site	
6-03. Attention to Work	
6-04. Liability of Contractor	
6-05. Protection of Persons and Property	
6-06. Protection of City Against Patent Claims	
6-07. Protection of Contractor's Work Property	
6-08. Regulations and Permits	
6-09. Construction Utilities	
6-10. Approval of Contractor's Plans	
6-11. Suggestions to the Contractor	
6-12. Termination of Unsatisfactory Subcontracts	
6-13. Preservation of Stakes and Marks	
6-14. Assistance to Engineer	
6-15. Removal of Condemned Materials and Structures	
6-16. Proof of Compliance with Contract	
6-17. Errors and Omissions	
6-18. Cooperation	
6-19. Right of Contractor to Stop Work	
6-20. Hiring and Dismissal of Employees	
6-21. Wage Rates	
6-22. Cleaning Up	
6-23. Guaranty	
SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY	12
7-01. Authority of the Engineer	
7-02. Inspection	
7-03. Surveys	
7-04. Rights-of-Way	
7-05. Retention of Imperfect Work	
7-06. Changes in the Work	
7-07. Additional Drawings by City	
7-08. Additional and Emergency Protection	
7-09. Suspension of Work	
7-10. Right of City to Terminate Contract	
7-11. Use of Completed Portions	
SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT	14
8-01. General Quality	
8-02. Quality in Absence of Detailed Specifications	
8-03. Materials and Equipment Specified by Name	
8-04. Source of Materials	
8-05. Storage of Materials	
8-06. Drawings, Samples and Tests	
SECTION 9. PROSECUTION OF WORK	15
9-01. Equipment and Methods	
9-02. Time of Completion	
9-03. Avoidable Delays	
9-04. Unavoidable Delays	
9-05. Notice of Delays	
9-06. Extension of Time	

- 9-07. Unfavorable Weather and Other Conditions
- 9-08. Saturday, Sunday, Holiday and Night Work
- 9-09. Hours of Labor

SECTION 10. PAYMENT 16

- 10-01. Certification by Engineer
- 10-02. Progress Estimates and Payment
- 10-03. Substitution of Securities
- 10-04. Acceptance
- 10-05. Final Estimate and Payment
- 10-06. Delay Payments
- 10-07. Extra Work and Work Omitted
- 10-08. Compensation for Extra Work or Work Omitted
- 10-09. Compensation to the City for Extension of Time
- 10-10. Liquidated Damages for Delay

SECTION 11. MISCELLANEOUS 19

- 11-01. Notice
- 11-02. Computation of Time
- 11-03. Litigation and Forum Selection
- 11-04. Waiver

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION 21

- 12-01. Location and Scope of Work
- 12-02. Arrangement of Technical Specifications
- 12-03. Arrangement of Plans
- 12-04. Business Licenses
- 12-05. Permits
- 12-06. Standard Specifications and Standard Plans
- 12-07. Temporary Facilities
- 12-08. Public Convenience and Safety
- 12-09. Maintaining Traffic
- 12-10. Stream Pollution
- 12-11. Warranties
- 12-12. Utilities
- 12-13. Preconstruction Conference
- 12-14. Safety Requirements

SECTION 13. CONSTRUCTION DETAILS 22

- 13-01. Technical Specifications
- 13-02. Contract Drawings

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS 27

- 14-01. Provisions to be Excluded from General Conditions

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS 27

- 15-01. Provisions of General Conditions to be Amended

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST	26
PROPOSAL	28
BIDDING SCHEDULE.....	29
FAIR EMPLOYMENT PRACTICES CERTIFICATION.....	31
WORKER'S COMPENSATION CERTIFICATE	32
CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT	33
LIST OF PROPOSED SUBCONTRACTORS	34
STATEMENT OF EXPERIENCE OF BIDDER.....	35
SIGNATURE OF BIDDER.....	36
BIDDER'S BOND	37
NON-COLLUSION AFFIDAVIT	38
AGREEMENT	39
INDEMNIFICATION AGREEMENT	43
EXAMPLE BOND FORMS	44
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	48
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	49
INSURANCE CERTIFICATES AND ENDORSEMENT FORMS	

APPENDICES:

APPENDIX 'A' – TECHNICAL SPECIFICATIONS

ATTACHMENT 'A' –CONTRACT DRAWINGS

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR GRACE HUDSON MUSEUM ROOF REPLACEMENT
SPECIFICATION NO. 16-03

NOTICE IS HEREBY GIVEN that sealed standard proposals for GRACE HUDSON MUSEUM ROOF REPLACEMENT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on June 28, 2016, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "Grace Hudson Museum - Roof Replacement." Bids are required for the entire work described herein. No fax bids will be accepted.

Scope of Work consists of the removal and salvage of the existing metal roof to solid roof deck, repair/replacement of decking and framing as required, repair to the existing glulams and flashing at the museum entry, and installation of a complete composite shingle roof system, including underlayments and flashings.

A MANDATORY PRE-BID MEETING will be held at 11am on Tuesday, June 7, 2016 at the project site – Grace Hudson Museum, 431 South Main Street, Ukiah, CA 95482.

Plans and Special Provisions may be inspected and/or copies obtained for a non refundable fee of \$169. Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com. Contact Mary Horger, Purchasing Supervisor, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class B (General Building) or Class C-39 (Roofing) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: May 24, 2016 
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: May 29, 2016 and June 5, 2016

INSTRUCTIONS TO BIDDERS

Grace Hudson Museum Roof Replacement shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within sixty (60) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held Tuesday, June 7, 2016 at 11 a.m. at the project site located at the Grace Hudson Museum, 431 South Main Street, Ukiah, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the City to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable

for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Purchasing Supervisor

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at Grace Hudson Museum, 431 South Main Street, Ukiah, CA 95482.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer or Architect duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or

her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from

scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:

- a.) The City shall be named as loss payee.
- b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits not provided by Owner, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to

said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guarantied for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and

reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written

notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim

and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily

complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of removal and salvage of the existing metal roof and underlayment, replacement of any damaged roof decking or framing, installation of a complete composite shingle roof, including underlayments and flashings, and alterations and repairs to the existing glulams and flashings at the Museum entrance. All of the work is to be performed within the Grace Hudson Museum located at 431 South Main Street, Ukiah, except for the transport of stockpile and salvage materials which Contractor may be directed to deposit to the City of Ukiah Corporation Yard, or another site within the City limits.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger, Purchasing Supervisor, City of Ukiah, at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. See Attachment A, a separately bound set entitled "Roof Replacement & Repairs for Grace Hudson Museum," dated May 19, 2016.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work not provided by the Owner.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, May, 2006, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Technical Specifications. See Appendix A.

13-02. Contract Drawings. See Attachment A, a separately bound set entitled “Roof Replacement & Repairs for Grace Hudson Museum.”

13-03. Museum Documentation. See Attachment B, a separately bound set entitled “SunHouse Cultural Center,” and dated Feb 5, 1985. Please note that these are not “As-Built” drawings, and that the existing conditions may vary from the drawings.

13-04. Museum Addition Documentation. See Attachment C, a separately bound set entitled “Grace Hudson Museum Additions and Renovations,” and dated July 17, 2000. Please note that these are not “As-Built” drawings, and that the existing conditions may vary from the drawings.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

Section 12. General Information: Add the following new Subsection to this Section:

12-15 Hazardous Materials. *Pursuant to Section 25914.2 of the California Health and Safety Code, in the event the Contractor encounters on site materials he or she reasonably believes to be asbestos or a hazardous substance, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believes safe and shall immediately cease work on the area affected and report the condition to the City in writing. If the City determines that asbestos or hazardous substances which were not disclosed in the bid are present on the site, all work regarding the removal of those substances will be performed pursuant to a separate contract.*

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 27)
 - Unit prices filled out per instruction
 - Extended prices calculated correctly
 - Total bid amount calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 30)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 31)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 32)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 33)
 - Include California Contractor License Number for each
 - Include DIR Public Works Contractor Registration Number for each
 - Identify what portion of work to be performed
- **Statement of Experience** (Page 34)
- **Signature of Bidder** (Page 35)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 36)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 37)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Signed and Returned with Bid

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
GRACE HUDSON MUSEUM
ROOF REPLACEMENT**

Specification No. 16-03

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be

required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

BASE BID

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)	MULTI- PLIED BY	QUANTITY	EQUALS	EXTENDED AMOUNT FOR ITEM (in figures)
1	Provide all necessary equipment, materials, labor and fees for roof replacement & glulam repairs, for the lump sum price of _____ _____ _____ (\$ _____)	x	1.00 LS	=	LUMP SUM PRICE \$ _____

TOTAL BASE BID AMOUNT IN FIGURES → Total Base Bid amount in words: _____ Dollar s					\$ _____
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ADDITIVE ALTERNATE ONE

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)
1	Labor & Equipment costs that will be charged for work replacing dry rot found in existing roof decking, for the square foot price of _____ (\$ _____)

ADDITIVE ALTERNATE TWO

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)
1	Labor & Equipment costs that will be charged for work replacing dry rot found in existing interior roof framing, for the linear foot price of _____ (\$ _____)

ADDITIVE ALTERNATE THREE

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)
1	Labor & Equipment costs that will be charged for work replacing dry rot found in existing exterior roof framing (rafter tails and outriggers), for the linear foot price of _____ (\$ _____)

ADDITIVE ALTERNATE FOUR

ITEM NO.	DESCRIPTION AND UNIT PRICE BID (in words and in figures)
1	Labor & Equipment costs that will be charged for work replacing dry rot found in existing fascia trim boards or blocking for the linear foot price of _____ (\$_____)

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

GRACE HUDSON MUSEUM ROOF REPLACEMENT

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.*

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 28, 2016 for GRACE HUDSON MUSEUM ROOF REPLACEMENT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GRACE HUDSON MUSEUM ROOF REPLACEMENT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

**GRACE HUDSON MUSEUM
ROOF REPLACEMENT**

Specification No. 16-03

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within 60 (sixty) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has

violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____,
by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars (\$_____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY,**

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah

dated _____

for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES

BEST'S RATING

COMPANY

LETTER **A**

COMPANY

LETTER **B**

COMPANY

LETTER **C**

COMPANY

LETTER **D**

COMPANY

LETTER **E**

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

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

Signature-Authorized Representative

Address

Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ City of Ukiah _____ (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in limits☐ In addition to limits☐ Deductible ☐ Self Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED:** The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED:** As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE:** With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. **SCOPE OF COVERAGE:** This policy affords coverage at least as broad as:
(1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

GRACE HUDSON MUSEUM
UKIAH, CALIFORNIA

APPENDIX “A”

TO THE
SPECIAL PROVISIONS
FOR

GRACE HUDSON MUSEUM ROOF REPLACEMENT SPECIFICATION NO. 16-03

TECHNICAL SPECIFICATION

Prepared by:

Arkin Tilt Architects

For:

CITY OF UKIAH
Ukiah, California 95482

TABLE OF CONTENTS

SECTION NUMBER – SECTION NAME

SECTION 01 31 19 – SITE INFORMATION
SECTION 01 10 00 – SUMMARY OF WORK
SECTION 01 20 13 – REQUESTS FOR INTERPRETATION
SECTION 01 21 10 – ALLOWANCES
SECTION 01 31 00 – PROJECT COORDINATION
SECTION 01 31 20 – PROGRESS MEETINGS
SECTION 01 32 16 – PROJECT SCHEDULES
SECTION 01 33 00 – SUBMITTALS
SECTION 01 41 00 – REGULATORY REQUIREMENTS
SECTION 01 51 00 – TEMPORARY UTILITIES, FACILITIES AND CONTROLS
SECTION 01 56 10 – SITE AND AREA CLEANUP
SECTION 01 77 00 – CLOSEOUT PROCEDURES
SECTION 02 41 19 – SELECTIVE DEMOLITION
SECTION 06 10 00 – CARPENTRY
SECTION 07 21 54 – RADIANT BARRIERS
SECTION 07 31 00 – COMPOSITE ROOF SYSTEM
SECTION 07 62 00 – SHEET METAL FLASHING
SECTION 07 92 00 – JOINT SEALANTS
SECTION 09 90 00 – PAINTING AND COATING

GRACE HUDSON MUSEUM - ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 00 31 19
SITE INFORMATION

PART 1. GENERAL

1.01 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the Architect regarding site conditions, existing construction of site facilities, and similar data are shown on the Plans or in these Specifications.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall satisfy himself or herself as to:
1. the nature and location of the work;
 2. the general and local conditions (particularly those bearing upon availability of transportation, disposal, handling, and storage of materials; availability of labor, water, electrical power, and roads; and uncertainties of weather, or similar physical conditions at the site);
 3. the character of equipment facilities needed before and during the execution of the Work; and
 4. all other matters that can in any way affect the Work, or the cost thereof under this Contract.
- B. The Contractor shall become familiar with the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site. Any failure by the Contractor to become acquainted with all available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

1.03 ADDITIONAL INFORMATION

- A. Prior to bidding, Bidders to attend mandatory Pre-Bid Meeting at 11am on June 7, 2016 to investigate existing conditions. If additional exploration is necessary, access will be limited to normal Museum hours, with no additional scheduling burden on the Owner.

PART 2. PRODUCTS
NOT USED.

PART 3. EXECUTION
NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 10 00
SUMMARY OF WORK AND REQUIREMENTS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Description of Owner and Project Location
- B. Description of Specifications and Documents
- C. Plan Documents
- D. Summary of the Work
- E. Work by Owner
- F. Sequence of Construction
- F. Contractor's use of site and general conditions and limitations
- G. Project Safety
- H. Labor Compliance requirements
- I. Permit Requirements
- G. Definitions used throughout the Specifications and Drawings.

1.02 PROJECT OWNER AND LOCATION

- A. Project Owner: The City of Ukiah owns and operates the Grace Hudson Museum.
- B. Project Location: The project is located on APN 002-281-026 and 002-281-031, near the intersection of South Main Street and Clay Street, in the City of Ukiah, as indicated on the Vicinity Map on the Plans.
- C. Owner's Representative: Sage Sangiacomo, Assistant City Manager, City of Ukiah. The Owner's Representative has designated the Project Engineer to act on the Owner's behalf.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

1.03 PROJECT SPECIFICATIONS AND DOCUMENTS

- A. The work covered under this contract shall be performed in accordance with these Special Provisions and Technical Specifications provided in the Contract Documents.

1.04 SUMMARY OF WORK

- A. Description
1. The Work to be done under this Contract consists of furnishing all labor, equipment, materials, incidentals, and performing all work necessary to replace & repair the roof at the Grace Hudson Museum, as shown on the Plans and described in these Specifications and its appendices.
 2. The Work generally consists of the following:
 - demolition, removal, salvage, sorting for recycling, and disposal of existing roofing, underlayment, & any damaged roof construction;
 - inspection of existing structural sheathing, roof members & trim to remain;
 - repair of damaged sheathing, roof members, trim & flashing as needed;
 - installation of new complete composite shingle roofing system, including underlayments & flashing;
 - repairs & alterations to glulams & flashing at Museum entry;
 - tie in and improvements to rainwater catchment & distribution systems.
 3. The Work herein described and shown on the Special Provisions, Specifications, and Plans shall be complete in every detail, notwithstanding every item necessarily involved is not mentioned, and the Contractor will be held to provide all labor and materials necessary for the entire completion of the work intended to be included and described in this contract, and shall not avail itself of any manifestly unintentional error or omission, if same should exist. Such other items or details not mentioned above that are required by the Plans or the Technical Specifications shall be furnished, fabricated, constructed, or installed.
- B. Contractor's Duties
1. It shall be the responsibility of the Contractor to examine the job site before submitting a bid. No allowance will be made on the Contractor's

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

behalf for any extra expense incurred due to the failure to become acquainted with the full extent of work to be done and the conditions under which the work is to be performed.

2. Except as specifically noted, the Contractor shall provide and pay for:
 - a. Labor, materials, and equipment
 - b. Tools, construction equipment, and machinery
 - c. Water and other utilities required for construction
 - d. All insurance and bonds required by the Owner and as necessary to perform the Work
 - e. Temporary office and utility facilities for construction management personnel
 - f. Legally required sales, consumer, and use taxes
 - g. All other facilities and services necessary for proper execution and completion of the Work
3. The Contractor shall promptly submit to the Architect written notice of any observed variance of Plans or Contract Documents from legal requirements.
4. The Contractor shall provide unencumbered access to the work area at all times to authorized representatives of the Architect, the City of Ukiah, and other appropriate regulatory agencies, and shall provide proper facilities for such access and inspection.
5. Record Drawings:

The Contractor shall keep accurate and up to date records on a set of full size project prints. Record drawings shall include additions to and deletions from the Work, and changes to the design, as well as any variation from information either shown on the Plans or specified in the Contract Documents. These drawings shall be made upon request to the Owner's representative.
6. Labor Compliance:

The Contractor shall comply with all Labor compliance forms, processes, procedures and inspections by the City and fully cooperate in the labor compliance conformance and verifications for both Contractor's own employees and the employees of all Subcontractors employed by Contractor on the project.
7. Project Schedule:

The Owner has provided certain deadlines and milestones in the Special Provisions that are a condition of completing the work. Contractor's pro-

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

ject schedule and schedule updates shall incorporate these deadlines and milestones.

C. Permits, Codes, and Environmental Conditions

The Contractor shall conform to the requirements of all permits and licenses applicable to the Work, and shall comply with all applicable State and local codes, and City and Mendocino County ordinances, rules, regulations, orders, and other legal requirements of appropriate regulatory agencies. The Plans and Specifications have been prepared to comply with permit requirements and environmental protection measures for the Project. The Contractor is advised that all work must comply with these requirements and that the cost of compliance with these requirements is included in payment for individual items of work, and that no additional compensation for cost arising out of such compliance will be made.

1.05 CONTRACTOR'S SEQUENCE OF CONSTRUCTION

- A. Contractor shall be responsible for coordination and appropriate scheduling to maintain the phasing of this project.
- B. The following schedules and plans shall be provided by the Contractor to the Architect for review and approval at the Pre-construction Meeting:
 - 1. Preliminary Work Schedule
 - 2. Plan for establishing temporary access, and staging areas.
 - 3. Contractor's Schedule of Values for all lump sum bid items
- C. The Preliminary Work Schedule must complete the work before the following Project Milestones and Deadlines:
 - 1. The construction period ends October 31, 2016.
 - 2. The Contractor will make an effort to complete glulam repairs and install roof on south-facing surfaces (visible from parking lot and entry) prior to September 10, 2016.
- B. In order to minimize the impact on existing facilities, it may be necessary to perform certain parts of the construction work outside normal City working hours (Monday through Friday, from 8:00 a.m. to 5:00 p.m.) Such work shall be performed only when authorized by the Architect, and shall conform to the requirements of the "Special Provisions, Part O: Contractor's Use of the Premises."
- D. Work on existing structures and facilities shall be performed on a schedule and in a manner that will permit the existing structure or facility to operate continuously unless otherwise approved by the Architect.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

1.06 CONTRACTOR'S USE OF PROJECT SITE AND PRIVATE PROPERTY

- A. The Contractor shall not use the public right-of-way for long-term staging or material storage. During the work day, the Contractor may use the work area for storage of project materials and equipment to be used during that day; however, at the end of the day, the work site shall be cleaned per "Section 01 56 10: Site and Area Cleanup."
- B. The Contractor's use of private property for any purpose associated with this project will require a written agreement between the property owner and the Contractor. The agreement shall grant the Contractor permission to use the private property and shall absolve the City of Ukiah of all responsibility for consequences of such usage. A copy of all such agreements shall be filed with the Architect prior to the use of the property.

1.07 DISPOSAL AND RECYCLING OF MATERIALS

- A. Disposal of materials shall not be permitted within the public right-of-way. The Contractor shall make their own arrangements for disposal sites outside the right-of-way, shall pay all costs involved, and shall obtain all required permits. See Section 1.13 below for permit requirements.
- B. Contractor shall comply with the recycling requirements of the 2013 California Green Building Standards Code, Non-Residential Mandatory Measures.

1.08 SALVAGE AND RE-USE OF EXISTING IMPROVEMENTS AND FACILITIES

- A. Items noted on the Plans to be re-used or re-located shall be removed from their present location, safely stored, and protected from damage until installation in the new location. The Contractor shall be responsible for repair of any damages resulting from removal, and shall provide new fittings, fasteners, and appurtenances required for installation in the new location.

1.09 CONTRACTOR'S RESPONSIBILITY FOR UTILITIES AND SERVICES

- A. The Contractor shall be solely responsible for damage done to any existing utilities, structures, or improvements, unless otherwise provided for on the Plans, in these Specifications, or by direction from the Architect. Replacement and/or repair shall restore damaged improvements to their original (or better) condition. The Architect shall be the sole judge of the adequacy of the restoration. Repairs to facilities performed by forces other than those of the Contractor shall be billed to the Contractor on a time and expenses basis plus twenty percent (20%).

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

- B. Traffic flow shall be maintained at all times during working hours unless otherwise specified on the Plans or in these Specifications.

1.10 MAJOR PUBLIC UTILITIES SERVING THE AREA OF WORK

Following is a list of the major public utilities serving Ukiah. The list indicates the name and telephone number of the responsible agency of the various utilities that should be notified if conflicts or emergencies arise during the progress of the Work:

<u>Name of Utility</u>		<u>Telephone No.</u>
USA Cable Locating Service	N/A	800-227-2600
Pacific Gas & Electric Co.	N/A	800-743-5000
AT&T	Ukiah, CA	707-468-0660
City of Ukiah, Public Works	Ukiah, CA	707-463-6282
City of Ukiah, Electric Utility Dept.	Ukiah, CA	707-467-5711

1.11 PROJECT SAFETY

- A. The Contractor shall submit both their and the project superintendent's night emergency telephone numbers to the City of Ukiah Police/Fire Communications Center and to the Project Engineer prior to starting work on the Project so contact may be made at all times in case of emergency.
- B. The Contractor shall be solely responsible for the safety of their work, including, but not limited to the conditions of the project site and construction equipment, the safety of all persons involved in the Work, the general public within the work area, and the surrounding private and public property. This requirement shall apply continuously, and shall not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor Occupational Safety and Health Act (OSHA), the California Occupational Safety and Health Act (CAL-OSHA), and all other applicable federal, state, county, and local laws, ordinances, and codes. Where any of these are in conflict, the more stringent requirement, as determined by the Engineer, shall be followed. The Contractor's failure to become thoroughly familiar with these safety provisions shall not relieve them from compliance with the obligations set forth under these provisions.
- C. The control of traffic during this project is crucial. The work area MUST be arranged such that pedestrian, bicycle, and automobile traffic may pass around the work area safely.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

- D. The Contractor shall provide safety and first aid equipment at the job site as required by the applicable regulatory agency. In addition, all workers shall be familiar with the procedure for summoning emergency medical personnel to the project site, should an injury occur.
- E. If, during the course of the Project, serious damage, injury, or death occurs, the Contractor shall notify the Engineer and City as soon as possible. The Contractor shall document, in writing, details of any incidents involving property damage and/or personal injury that arise within the project area. This documentation shall include statements from all known witnesses, and shall be provided to the Engineer and City as soon as possible after any such incident.
- F. Claims made by any person against the Contractor or subcontractor as a result of an accident related to this project shall be reported as soon as possible to the Engineer.

1.12 CONDUCT OF CONTRACTORS AND WORKERS

- A. Whenever the Contractor, subcontractor, or workers come into contact with property owners or the general public at the job site, they shall conduct themselves in a courteous, professional, and non-abusive manner. If any subcontractor or person employed by the Contractor shall appear to the Architect to be incompetent or to act in a disorderly or improper manner, that person shall be discharged immediately at the direction of the Architect, and shall not be employed again on this project.
- B. The City shall reserve the right to terminate this Contract if, in the opinion of the Architect, the Contractor, subcontractor, or workers fail to comply with this requirement. If the Contract is terminated as a result of this provision, no compensation will be made for bid items that have not been satisfactorily completed.

1.13 PERMIT REQUIREMENTS

- A. General

The City will obtain and pay for permits for the work. The Contractor shall obtain a copy of the permit from the Owner or administrative agency that issued the permit, and shall comply with all performance requirements and restrictions imposed on work by these permits.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

B. Asbestos NESHAP Notification

The Contractor will be responsible for providing an asbestos survey by an EPA certified inspection, and completing the required Mendocino County Air Quality Management District (MCAQMD) “Asbestos NESHAP Notification for Demolition and Renovation Activity” form prior to commencement of any work. If asbestos is found, the Contractor is responsible for complying with all removal regulations set forth by the MCAQMD. See www.mendoair.org.

C. Material Disposal

When any material is to be disposed of outside the project work area, the Contractor shall obtain both a written agreement between the property owner and the Contractor and a copy of the permit that allows material disposal at the subject site. The agreement shall grant the Contractor permission to use the private property as a disposal site, and shall absolve the City of all responsibility for consequences of such usage. The permit copy shall be obtained from the property owner, the City of Ukiah Building Department, or other regulatory agency as appropriate. Both the agreement and permit shall be filed with the Architect prior to the use of the property, and the Contractor shall obtain permission from the Architect to dispose of the material at the proposed location designated in the agreement and on the permit before any material is disposed on said property.

D. Codes and Standards

The work of all trades shall conform to all current versions of applicable codes, laws, standards, regulations, etc., of the State of California, Mendocino County, and the City of Ukiah.

1.14 BACKFLOW PREVENTION

If the Contractor wishes to use water from the City water distribution system during the course of this Project, they shall obtain and attach a double check valve at the point where they connect to the City water system (that is, at a hydrant, water service, blow-off, and so on). The double check valve shall be tested and certified by either a certified tester or the City, and approved by the Engineer prior to use. The Contractor shall be responsible for the maintenance and protection of the double check valve.

1.15 “OR APPROVED EQUAL” PROVISION

The Architect shall be the sole judge of what materials or components are acceptable

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

under the “Or Approved Equal” provision shown on the Plans and listed in these Technical Specifications. Refer to” Section 01 33 00: Submittals” and “Section 01 40 00: Quality Requirements” for submittal, materials testing, and materials certification requirements of items submitted for review under this provision.

1.16 SPECIFICATION REFERENCES

Various sections of these Technical Specifications refer to other sections that may not be present. If the Technical Specifications section referred to is not present, then this project does not include any work covered by the referenced section, and the Contractor may disregard that reference.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 20 13
REQUESTS FOR INTERPRETATION

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing Requests for Interpretation.

1.02 DEFINITIONS

- A. RFI: Formal process used during construction phase to facilitate communication between the Contractor and Architect with regard to requests for additional information and clarification of intent of Contract Documents (Drawings and Specifications).

1.03 PROCEDURE

- A. When conditions require clarification of Contract Documents, comply with the following:
 - 1. Subcontractors, manufacturers, and suppliers shall submit request(s) for additional information and clarification to Contractor.
 - 2. Contractor shall submit RFI(s) to Architect. RFI(s) submitted directly by subcontractors, manufacturers, or suppliers will not be accepted.
 - 3. Architect will provide response to Contractor.
 - 4. Submit one request for information or clarification per form.
 - 5. Sequentially number each request.
- B. Architect will review RFI from Contractor with reasonable promptness and Contractor will be notified in writing of decisions made. Allow seven (7) working days for Architect's response for each RFI.
- C. Architect's written response to RFI shall not be considered as a Pricing Order or Pricing Direction, nor does it authorize changes in Contract Sum or Contract Time. If Contractor believes the RFI response warrants a change in the Contract Time or Contract Sum, notify Architect and Owner in writing within (10) days of receipt of the RFI response.
- D. Maintain a log of RFIs sent to and responses from Architect.
- E. Make every reasonable effort to answer questions pertaining to Construction Documents before submitting an RFI.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

1.04 CONTENT OF RFI

- A. Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project Name
 - 2. Date
 - 3. Name of Contractor
 - 4. RFI number, numbered sequentially
 - 5. RFI subject
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detailed references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include sketches, description, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- B. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1.05 QUALITY ASSURANCE

- A. Contractor shall strive to keep the number of RFIs to a minimum. RFIs that request information available in the Contract Documents will not earn response.
- B. RFI is not a substitute for a shop drawing. When multiple RFIs are submitted for related work, Architect may require a shop drawing.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 31 00
PROJECT COORDINATION

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Project Coordination
- B. Project Site Use Coordination
- C. Field Engineering
- D. Schedules
- E. Work Logs
- F. Submittals
- G. Coordination Drawings
- H. Closeout Procedures

1.02 PROJECT COORDINATION

- A. The Contractor shall be responsible for all Project coordination.
- B. Duties of Contractor:
 - 1. Coordinate Work of all subcontractors to complete work by deadlines described in the Instructions to Bidders and Section 01 10 00 Summary of Work.
 - 2. Coordinate and schedule the appropriate site visits of the professionals required to attain sign-off on all project related permits.
 - 3. Coordinate and schedule the appropriate site visits of the City Building Inspector, for all building permit related inspection, including but not limited to, the building, electrical, plumbing, and sewer permits.
 - 4. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among subcontractors.
 - 5. Verify utility requirements and characteristics of operating equipment are compatible with buildings utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
 - 6. Coordinate space requirements, supports, and installation of mechanical and electrical work indicated diagrammatically on Plans. Follow routing shown for pipes, ducts and conduit as closely as practicable; place runs

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

- parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
 - 7. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
 - 8. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
 - 9. After Substantial Completion, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- C. Architect will act as administrator on behalf of the Owner to review the conduct of the work.

1.03 SITE USE MOBILIZATION & COORDINATION

- A. Cooperate with the Project Engineer in allocation of mobilization areas of site for field offices, sheds, site access, traffic and parking facilities.
- B. Provide an area no larger than 30'x30' fenced with temporary construction fencing for storage of materials and equipment during the construction period. Comply with Architect and/or Owner direction for use of temporary utilities and construction facilities.
- C. Limit construction activities to the limits of the improvements being constructed as part of this Project except as specifically authorized by Owner.
- D. During construction, coordinate use of site and facilities through the Owner and Architect.
- E. Limit haul routes for equipment, materials, and personnel routes to routes specifically approved by the Owner.
- F. Comply with the Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations: and resolution of ambiguities and conflicts.
- G. Comply with instructions for completion of items determined by Architect's final inspection.

1.04 SCHEDULES

- A. Comply with the requirements of Section 01 10 00, "Summary of Work," and Section 01 32 16 "Project Schedule."

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- B. Contractor to provide a schedule for completion of punch list items identified during Substantial Completion walk-through and comply with that schedule.

1.05 WORK LOGS AND REPORTS

- A. Daily Construction Log: Contractor's superintendent shall maintain a daily construction log recording the following information:
 - 1. Weather conditions.
 - 2. General site conditions including temporary erosion control measures as applicable.
 - 3. Contractor's personnel on site.
 - 4. Subcontractor's on-site including subcontractor's personnel.
 - 5. Equipment on site.
 - 6. Material deliveries.
 - 7. Description of work executed.
 - 8. Owner representatives on site.
 - 9. Testing and inspections conducted.
- B. Weekly Report: Contractor shall submit Daily Construction Logs at the end of each week with a cover letter summarizing the activities on the Project during the past week.

1.06 SUBMITTALS

- A. See 01 33 00 Submittals.

1.07 CLOSEOUT PROCEDURES

- A. See Section 01 77 00 – Closeout Procedures.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 31 20
PROGRESS MEETINGS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Pre-construction conference
- B. Site mobilization meeting
- C. Progress Meetings
- D. Pre-installation conferences

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Project Engineer will schedule a conference after Effective Date of Agreement.
- B. Attendance Required: Architect, Owner, Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
 - 5. Designation of personnel representing the parties in Contract, and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout.
 - 7. Survey and Layout
 - 8. Schedules and requirements for submittals of updated schedules during Work.
 - 9. Scheduling and procedures for testing and inspection.
 - 10. Procedures for maintaining records.

1.03 SITE MOBILATION MEETING

- A. Owner will schedule meeting at Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect, County, Special Consultants, Contractor, and major Subcontractors as requested by the Engineer.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

C. Agenda:

1. Use of premises by Owner and Contractor.
2. Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner
5. Security and housekeeping procedures
6. Schedules
7. Application for payment procedures
8. Procedures for testing
9. Procedures for maintaining record documents.
10. Requirements for start-up of equipment
11. Inspection and acceptance of equipment put into service during construction period.

- D. Architect will record minutes and distribute copies within 2 days after meeting to participants, with (1) electronic copy to Owner, Contractor and those affected by decisions made.

1.04 PROGRESS MEETINGS

- A. Weekly progress meetings will be held on-site unless otherwise notified. At the start of Work a standard meeting time agreeable to all parties will be established.
- B. Contractor shall submit desired agenda items to Architect with copies for participants 2 days in advance of scheduled meetings.
- C. Architect will preside at meetings, record minutes, and distribute copies to participants and those affected by decisions made.
- D. Attendance required: Contractor's superintendent, major Subcontractors and suppliers, Architect, Owner.
- E. Agenda:
1. Review of previous meetings
 2. Review of Work progress
 3. Field observations, problems, decisions
 4. Identification of problems which impede planned progress
 5. Review of submittals, schedule and status of submittals
 6. Review of off-site fabrication and delivery schedules
 7. Planned progress during succeeding work period.
 8. Maintenance of quality and work standards
 9. Effect of proposed changes on progress schedule and coordination.
 10. Other business relating to Work.

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UKIAH, CA

1.05 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect 5 days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Architect will record minutes and distribute copies with 2 days after meeting to participants, with one (1) electronic to Owner, Contractor, and those affected by decisions made.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 32 16
PROJECT SCHEDULES

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Format
- B. Content
- C. Revisions to schedules
- D. Submittals

1.02 RELATED SECTIONS

- A. Section 01 31 00 – Project Coordination

1.03 FORMAT

- A. Prepare Schedule as horizontal bar chart with separate bar for each major portion of the Work or operation. Identify first work day of each week.
- B. Sequence of Listings: The chronological order of the start of each item of Work.

1.04 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Include the schedule of submittal dates for shop drawings, product data, and samples.

1.05 REVISIONS TO SCHEDULES

- A. Project schedule must be revised if any portion of the project will be delayed more than 15 working days from that laid out in the Schedule.
- B. Identify activities modified since previous submittal, major changes in scope and other identifiable changes contributing to project delay.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- C. Provide narrative report to define problem areas, anticipated delays, and impact on the Schedule. Report corrective action taken, or proposed, and its effect.

1.06 SUBMITTALS

- A. Submit (1) electronic Schedule within 10 days after date of Owner – Contractor Agreement for coordination with Owner's requirements and work of separate contracts. After review, submit (1) electronic final Schedule within 10 days, modified to accommodate revisions recommended by Architect.

1.07 DISTRIBUTION

- A. Distribute copies of reviewed Schedules to project site, file, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated in meeting projected Schedule timelines and milestones.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 33 00
SUBMITTALS

PART 1. GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE:

- A. Contractual requirement for submittals shall be in accordance with the General Provisions of the contract.
- B. Individual submittals required in accordance with pertinent sections of these Specifications.

1.02 RELATED SECTIONS

- A. Section 01 10 00 – Summary of Work

PART 2. PRODUCTS

2.01 COMPLIANCE

- A. In order to meet compliance, the Contractor shall furnish the exact materials specified or materials selected by the Architect based on these Specifications.

2.02 SHOP DRAWINGS

- A. Quality: Shop drawings shall be prepared accurately to scale and large enough to show all pertinent features of the products and the method of fabrication, connection, erection and assembly.
- B. The Contractor shall submit shop drawings or supplemental working drawings to the Architect. The Architect will review the shop drawings, mark the drawings with appropriate notations, and return marked copies to the Contractor.

2.03 MANUFACTURER'S LITERATURE AND REPORTS

- A. The Contractor shall submit copies of manufacturer's literature including test reports for product compliance for the Architect's approval.
- B. Catalog cuts or brochures shall show the type, size, ratings, style, color, manu-

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facturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. Catalog data shall be submitted in an orderly bound form. Specific items shall be clearly marked. General catalogs or partial lists will not be accepted.

2.04 SAMPLES

- A. The sample submitted shall be the exact article proposed to be furnished.
- B. Samples, color chips, finish styles, etc, shall be submitted in sufficient number as to provide the Architect with alternate choices.

2.05 SUBSTITUTIONS

- A. The contract is based on the materials, equipment, and methods described in the Plans and Specifications.
- B. Do not substitute materials, equipment, or methods unless such substitution has been specifically accepted for this Work by the Architect. Refer to “Substitution of Material” in the General Conditions for additional requirements.
- C. Where the phrase “or equal” appears in the Plans and Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has specifically been submitted to and accepted for this work by the Architect.
- D. The Architect will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution. When, in the sole opinion of the Architect, the product is equal, or better, in all respects to the Architect-specified items, it will be approved subject to contract requirements and the Contractor’s assumption of the responsibility for all extenuating circumstances.

PART 3. EXECUTION

3.01 SUBMITTAL

- A. The Contractor shall thoroughly review all shop and detail drawings, prior to submittal, to ensure coordination with other parts of the Work. The Contractor’s failure to do this will be cause for rejection. Submittals shall bear the Contrac-

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

tor's approval stamp and initials. Submittals shall be transmitted using the "Submittal Review Request" form included as the last sheet of this section as the Cover Sheet (or use a submittal cover sheet including equivalent information, previously approved by Architect).

- B. Shop and detail drawings shall be submitted in related packages. All equipment or material details that are interdependent or are related in any way must be submitted indicating the complete installation. Submittals shall not be altered once accepted for construction. Revisions shall be clearly marked and dated. Major revisions must be resubmitted for review.
- C. Allow a maximum of 10 working days for the Architect's review of submittal packages. The Contractor's schedule shall indicate the anticipated date of submittals and the required return date to the Contractor as necessary to comply with the schedule's critical path.
- D. Components or materials that require shop drawings and that arrive at the job site prior to review of shop drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.
- E. Maintain at least 1 complete set of accepted shop drawings and brochures on the jobsite for reference during construction.
- F. The Owner will pay for the initial review of each submittal package. Subsequent reviews of the same submittal package(s), or sections therefrom, shall be paid for by the Contractor, at no charge to the Owner. For bidding purposes, the Contractor shall expect to pay the cost of the cursory review for the Construction Management team to provide the Contractor with submittal acceptance criteria. At a minimum, the Contractor shall expect to pay \$300.00 for the cursory review. A cost to complete the acceptance criteria will depend upon the complexity of the submittal, and will be negotiated with the Contractor.

Situations that will initiate this charge condition to the Contractor include, but are not limited to the following:

- 1. Required submittals returned to Contractor for additional information in a category of amend and resubmit, or reject/resubmit.
- 2. "Or equal" or "substitution" submittals, without the specific rationale and details for the "or equal" or "substitution" submittals and/or that are returned to the Contractor for additional information in a category of amend and resubmit, or reject/resubmit.
- 3. Requests for information (RFIs) that do not provide the specific information needed by the Architect to answer the RFI appropriately, necessitating a request to the Contractor for additional information from the Architect or Owner.

3.02 SUBMITTALS STATUS

- A. After the Architect reviews each submittal, the documents will be returned to the

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

Contractor with the Architect's review action. Possible Architect's review actions are defined as follows:

1. No Exceptions Taken. The Architect has accepted the documentation subject to compatibility with possible later submittal or with additional documentation required to cover work requirements not covered in this submittal. This review action does not constitute approval of any variation in scope of work, which shall be formalized by separate correspondence.
2. Make Corrections Noted. Meaning is the same as above for "No Exceptions Taken," except that the Contractor must resolve and correct minor inconsistencies and errors, as noted. Formal resubmittal for the Architect's review is not required unless so specified.
3. Amend and Resubmit. The Architect has not accepted the submitted material because of major inconsistencies, number of errors, or unauthorized departures from the Technical Specifications. The Contractor must resolve and correct all matters before resubmittal to the Architect for review.
4. Reject/Resubmit. The Architect has not accepted the submitted material because the submittal documents show nonconformance with Contract Plans and Technical Specifications in major respect-technical, administrative, or both. The Architect will not conduct a detailed review due to the nonconformance.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SHOP DRAWING/MATERIAL REVIEW REQUEST

Instruction: Complete this form and attach to each specific Shop Drawing Submittal. Provide the same number of completed forms as specific Shop Drawings copies.

1. Contract Name: _____

2. Submission No: _____

3. Submittal: 3a. New _____ 3b. Resubmittal _____

4. Date of this Submittal: _____

5. Date of Receipt by Architect/Engineer: _____

6. Previous Submission No. (if any): _____

7. Contractor: _____

8. Submitted by (signature and date): _____

9a. Item	9b. Specification (Section/Paragraph)	9c. Description of Material (Name, Type, Model, Catalog No, etc)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Comments: (Include all drawing titles and numbers, specific information not on drawings, information coming later, etc).

For use of Architect only:

11. Action Taken*: _____

12. Reviewed by (signature and date): _____

*see review stamp on individual items.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Quality control and control of installation
- B. Tolerances
- C. References
- D. Labeling
- E. Testing and inspection services

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control of suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions, including each step of sequence.
- C. Comply with specified standards as minimum quality for the Work except where tolerances, codes, or specified requirements that are more stringent indicate higher standards or workmanship that is more precise.
- D. Perform Work by persons qualified to produce required and specified quality.
- E. Verify that field measurements are as indicated on Shop Drawings or as instructed by manufacturer
- F. Secure products in place with positive anchorage devised designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. Monitor fabrication and installation tolerances control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when requirements that are more rigid are specified or required by applicable codes.
- B. Conform to reference standard by date of issue as indicated in Contract Documents, except where a specified date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- E. Contractual relationships and duties, responsibilities of parties in Contract and those of Architect shall not be altered from Contract Documents by mention or inference otherwise in reference documents.

1.05 LABELING

- A. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number
 - 2. Serial number
 - 3. Performance characteristics

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means Contractor's acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- C. Examine and verify specific conditions described in individual Specification sections.
- D. Verify that utility services are available, of correct characteristics and in correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or –recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1. GENERAL

1.01 CONTRACTOR

- A. Contractor at all times shall observe and comply with all federal and state laws, and lawful regulations issued thereunder, and local laws, ordinances and regulations, which in any manner affect the activities of the Contractor under this contract, and further, shall observe and comply with all orders or decrees as exist at present and those that may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.
- B. All work shall conform to the 2013 editions of the California Building Code, California Residential Code, California Mechanical Code, California Plumbing Code, California Electric Code, California Fire Code, California Energy Code, and California Green Building Standards Code, as minimum requirements, in addition to all applicable local amendments. All work shall conform to federal, state and local ADA regulations.
- C. Contractor shall be responsible and liable for all accidents, damage, or injury to any person or property resulting from any activities, duties, and obligations of the Contractor under this contract for which the Contractor may be legally liable, and the Contractor shall hold harmless, and shall indemnify the Owner and its officers, employees, and agents against any and all claims, demands, loss, injury, damage, actions, and costs of actions whatsoever that they or any of them may sustain by reason of any act, omission, or neglect of Contractor or employees, agents, representatives, or assignees of Contractor in connection with the activities, duties, and obligations of the Contractor under this Contract.
- D. The Contractor shall be responsible to pay any fine levied by a regulatory agency for violation resulting from non-compliance with a permit.

1.02 PERMITTING AGENCIES AND REQUIREMENTS

- A. The following agencies have granted or are in the process of granting permits for this construction:
 - 1. Building Services Department of the City of Ukiah
 - 2. Planning & Community Development Department of the City of Ukiah
 - 3. Mendocino County Air Quality Board
- B. The Contractor shall comply with all requirements of the permits.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- C. The Contractor shall obtain copies of the permits from the Owner, or from the administrative agencies that issued the permits, and shall maintain copies of each relevant permit on site during construction.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

NOT USED.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 51 00
TEMPORARY UTILITIES, FACILITIES AND CONTROLS

PART 1. GENERAL

1.01 DESCRIPTION

- A. This section covers the work necessary to move in personnel and equipment, and set up offices, and related facilities, necessary to prepare the work area for construction and protect existing facilities, historic structures and trees. Temporary facilities and controls required for this work may include, but are not necessarily limited to:
 - 1. Temporary utilities (such as, water, electricity, telephone, and cable/internet)
 - 2. Temporary Contractor construction staging area(s)
 - 3. Sanitary facilities
 - 4. Barriers and Enclosures
 - 5. Tree Protection
 - 6. Security
 - 7. Temporary Controls (Noise, Vibration, Dust, Water, Pollution)
 - 8. Site survey control.

1.02 RELATED SECTIONS

- A. Section 01 10 00: Summary of work

1.03 SUBMITTALS

- A. Temporary fencing materials.
- B. Temporary fencing plan.
- C. Tree protection plan.
- D. Plan for dust control measures at Museum entry and/or interior.

PART 2. PRODUCTS

2.01 UTILITIES

- A. Temporary Water: Coordinate with Owner for use of existing site water sources.
- B. Temporary Electricity: Make all arrangements and pay all operating costs for electrical power, both temporary and permanent, used during construction, test-

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

ing, and up to the time of the Architect's final acceptance. Pay for all services associated with the temporary power.

- C. Temporary Cable/Internet Service: Wifi service is available on the Museum site, Coordinate with Owner for use of site internet.

2.02 TEMPORARY CONTRACTOR CONSTRUCTION STAGING AND CONSTRUCTION OFFICES

- A. The City may provide limited area adjacent to the work site for the Contractor's use as temporary construction staging areas and/or construction office locations. It shall be the Contractor's responsibility to determine the adequacy of the area made available by the City.
- B. The Contractor shall not use the public right-of-way or public facilities for long-term staging or material storage. During the work day, the Contractor may use the work area for storage of project materials and equipment to be used during that day; however, at the end of the day, the work site shall be secured to prevent hazards to the public.
- C. The Contractor's use of private property external to the easements or staging areas provided by the City for any purpose associated with this project will require a written agreement between the property owner and the Contractor. The City will provide an agreement at the pre-construction meeting for the Contractor to review and sign.

2.03 SANITARY FACILITIES

- A. Furnish and install all required temporary toilet facilities for use of all workers; comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain sanitary conditions at all times.

2.04 TEMPORARY BYPASS AND/OR SHUTOFF FOR WATER, SANITARY SEWER, AND STORM SEWER

- A. If in the course of the Work of this Project, it becomes necessary to bypass a portion of the existing piping systems or shutoff service to customers at least 72 hours before interrupting services by hand delivering notices. The Contractor shall ensure that all affected customers have been alerted to the planned interruption in service.
- B. The maximum time for water service interruption is 4 hours for residential properties. Commercial and industrial services may only be shut off during non-business hours, then for a maximum of 8 hours.

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

- C. Temporary bypass of sanitary sewer or storm sewer requires a bypass plan to be submitted to the Owner and Architect at least 10 working days in advance of the planned bypass. Owner will give written consent to the bypass plan before work can occur.
- D. Contractor shall maintain all bypass facilities continuously and at all times.

2.05 BARRIERS AND ENCLOSURES

- A. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using buildings and portions of the Site and/or Premises, the public, and workers.
- B. Contractors shall also protect the Work and existing facilities from the elements and adjacent construction and improvements, persons and trees and plants from damage and injury from demolition and construction operations.
 - 1. Contractor shall provide barriers to a minimum height of 4'-0" around existing historic buildings, historic structures, and markers.
 - 2. Damage to existing structures will be evaluated by an independent design professional and the cost of repair and/or replacement will be borne by the Contractor at no additional expense to the City.
- C. Contractor shall provide site access to existing facilities for persons using portions of the Site and buildings and for deliveries and other services and activities.
- D. Tree and Plant Protections:
 - 1. Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed and those adjacent to Premises.
 - 2. Contractors shall provide barriers to a minimum height of 4'-0" around the drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction activities.
 - 3. Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the City and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the City.
 - 4. Contractor shall remove soil that has been contaminated during performance of the Work by oil, solvents, and other materials, which could be

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

harmful to trees and plants and replace with good soil, at Contractor's expense.

2.06 SECURITY

- A. The Contractor shall be responsible for project security of materials, tools, equipment, supplies, and completed and partially completed work.

2.07 TEMPORARY CONTROLS

- A. Noise and Vibration Control: Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and Contract Documents.
 - 1. Notice of proposed noisy operations including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment shall be submitted to the Museum a minimum of twenty-four (24) hours in advance of their performance.
 - 2. Equipment and Impact tools shall have intake and exhaust mufflers.
- B. Dust and Dirt
 - 1. Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the occupied facilities.
 - 2. Contractor shall ensure that all hauling equipment and trucks carrying loads of debris shall have their loads covered with a tarpaulin and/or as otherwise required by local and State ordinance.
 - 3. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, planting, and from washing into sewer and storm drain lines.

PART 3. EXECUTION

3.01 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work; remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as the Engineer directs.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 56 10
SITE AND AREA CLEANUP

PART 1. GENERAL

1.01 DESCRIPTION

- A. Related Requirements Specified Elsewhere
 - 1. These Specifications are in general agreement with expected requirements of permits to be obtained by Contractor from various governing authorities; however, the Contractor should check with the following agencies where facilities fall within their rights-of-way or jurisdiction.
 - a. City of Ukiah Public Works Department; City Engineer: 707-463-6280
 - b. North Coast Regional Water Quality Control Board: 707-576-2220
 - c. North Coast Unified Air Quality Management District: 707-443-3093
 - 2. No burning allowed.
 - 3. Related Sections:
 - a. Section 01 10 00: Summary of Work
- B. Maintain the site and general area free from accumulations of waste, debris, dust, and mud caused by Contractor's operations.
- C. At completion of work, remove all waste materials, tools, equipment, machinery, and surplus materials; clean all exposed surfaces; leave property clean and ready for occupancy; leave all rights-of-way in a condition equal to that at the beginning of the Work.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Water for cleanup is available from the City. The Contractor shall refer to "Section 01 10 00: Summary of Work," and contact the City before obtaining water from fire hydrants or other locations.

PART 3. EXECUTION

3.01 DURING CONSTRUCTION

- A. Clean any affected buildings, grounds, streets, and public properties to ensure that they are maintained free from accumulation of waste, materials, dust, mud and debris.
- B. Where required, wet down surfaces to control dust and prevent it from becoming

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

- wind-borne or blowing to nearby businesses, residences, or public properties.
- C. The Contractor shall keep all streets and sidewalks, as well as adjacent private properties, clean and free of dust, mud, and debris resulting from Contractor's own operations. Conduct daily cleanup for the job's duration, but take extra cleanup precautions before weekends and holidays. The Contractor's daily cleanup shall include, but not be limited to, removing spoil along travelways; grading and vacuum sweeping surfaces initially where applicable; and later, water flushing with high-pressure sprays, avoiding any downstream contamination, in accordance with best management practices (BMPs) of the current National Pollutant Discharge Elimination System (NPDES) General Permit (No. CAS000002) for California, Order No. 2009-009-DWQ, as amended by Orders Nos. 2010-0014-DWQ and 2012-0006-DWQ.
 - D. All non-hazardous or uncontaminated waste materials, debris, and rubbish shall be disposed of at sites to be chosen by the Contractor. Prior to disposal on any private property, a letter of permission, approved by the Owner's representative, allowing such disposal shall be obtained from the property owner and a copy, presented to the Architect. At the completion of the work, a letter from any affected property owner releasing the Contractor and Owner from future liability will be required. If the Contractor does not properly clean up (in the opinion of the Architect), then the Owner shall have the option of using outside equipment to perform the work and will withhold the cost of such clean up from the Contractor. Also see "Part 1: Contract Documents" or "Part II: General Provisions" for any withholds that may be retained when cleanup on the part of the Contractor is found to be lacking.

3.02 CLEANING

- A. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. See Section 01 77 00 – Closeout Procedures.

*****END OF SECTION*****

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1. GENERAL

1.01 SUMMARY

- A. This section describes Contract closeout procedures.
 - 1. Substantial completion.
 - 2. Final completion.
 - 3. Project record documents.
 - 4. Material and finish data.
 - 5. Operation and maintenance data.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work is substantially complete, submit written notice, with list of items to be completed or corrected.
 - 1. List ("Punch List"): Formal pre-approved by Architect; tabular form with each space listed required.
 - 2. Architect will complete his inspection and report prior to the "Punch List" walk-through.
- B. Architect will inspect status of completion and may add to "Punch List".
- C. Should Architect determine Work is not substantially complete, Contractor will be promptly notified in writing and given reasons.
- D. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Architect will re-inspect Work.
 - 1. Contractor shall pay for Architect's time and direct expenses when more than one Substantial Completion inspection is required.

1.03 FINAL COMPLETION

- A. When work is complete, submit written certification indicating:
 - 1. Work has been inspected for compliance with Contract Documents, City of Ukiah Building Dept, and all Special Inspections called for in the Technical Specifications.
 - 2. Work has been completed in accordance with Contract Documents and deficiencies listed (in "Punch List") have been corrected.
 - 3. Work is complete and ready for final inspection.

1.04 PROJECT RECORD DOCUMENTS

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS UKIAH, CA

- A. Keep documents current; do not permanently conceal any work until required information has been recorded.
 - 1. Store reproducible Drawings, one set of Project Manual, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.
 - 2. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
 - 3. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
 - 4. Update Project Record Documents daily and allow for Architect inspection at least once a month.
- B. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.05 MATERIAL AND FINISH DATA

- A. Provide data for primary materials and finishes.
- B. Submit two sets prior to final inspection, bound in 8-1/2" by 11" three-ring binders with durable plastic covers, clearly identified regarding extent of contents.
- C. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
 - 1. Trade names, model or type numbers.
 - 2. Cleaning instructions.
 - 3. Product data.

1.06 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Clean shall be interpreted as meaning the level of cleanliness generally provided by skilled professional cleanings using commercial-quality building maintenance equipment and materials. Comply with manufacturer's written instructions.
- C. Complete the following cleaning operations before requesting inspections for certification of Substantial Completion for entire Project or for a portion of Project:

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UKIAH, CA

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
 5. Clean exposed exterior and interior hard-surface finishes in area of Work to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
 6. Remove debris and surface dust from limited access spaces, including plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 7. Clean debris from roofs, gutters, downspouts, and drainage systems.
 8. Sweep concrete floors broom clean in unoccupied spaces.
 9. Clean glass in skylights. Replace chipped or broken glass and other damaged transparent materials.
 10. Remove labels that are not permanent.
 11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 12. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 13. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 14. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- E. Remove tools, surplus materials, equipment, temporary buildings, sheds, and construction facilities from the site.

PART 2. PRODUCTS
NOT USED.

PART 3. EXECUTION
NOT USED.

*****END OF SECTION*****

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SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1. GENERAL

1.01 SUMMARY

- A. Demolition, removal and salvage of indicated materials.
- B. Post-demolition Inspection.

1.02 SUBMITTALS

- A. Submit list of Salvage Items. List to include quantity to be salvaged and place of stockpile or storage. Architect to approve List prior to beginning of demolition and salvage operations.
- B. Landfill Records: Indicate receipt and acceptance of hazardous waste by a landfill facility licensed to accept hazardous wastes.
- C. Receipts for recycled materials that include name of licensed recycling company, dollar value, and date.
- D. Roof Inspection Report

1.03 QUALITY ASSURANCE

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, disposal and safety.
- B. Regulatory Requirements:
 - 1. Comply with governing EPA notification regulations before beginning demolition.
 - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - 3. Comply with CalGreen Section 5.408, Nonresidential Mandatory Measures for Construction Waste Reduction by submitting a Construction Waste Management Plan, or complying with local construction or demolition waste management standards, whichever is more stringent.
 - 4. Certifications: Obtain and pay for any necessary permits from governing authorities.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-demolition conference: Conduct conference at Project site. Review methods

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and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize Demolition Plan and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements including temporary dust barriers required to safely enclose Construction zone and protect Owner staff and guests from Construction activities.
- E. Conduct demolition operations and the removal of debris to ensure minimum interference with driveways, walks, and adjacent occupied or used facilities and portions of the Building. Do not close or obstruct driveways, walks or other occupied or used facilities without permission from Owner.

1.04 UTILITY SERVICES

- A. Maintain existing utilities, including fire and life safety, serving other areas of the building and indicated to remain. Keep in service, and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving adjacent occupied or used facilities except when authorized in writing by Architect/Owner.
- C. Provide temporary services during interruptions to existing utilities as acceptable to the Architect/Owner.
- D. Contractor shall verify that utilities are properly disconnected and sealed before starting demolition.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to verify extent of demolition required.
- B. Inventory and record the condition of any items required to be removed and sal-

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vaged.

- C. Identify locations for stockpiling material to be salvaged.
- D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Architect and Owner.

3.02 REMOVED AND SALVAGED ITEMS

- A. When required by the Drawings or specified, remove item to be salvaged in the most careful manner possible to avoid damage.
- B. Salvaged items to include:
 - 1. Flashings, gutters, and other equipment that are removed during demolition, to be re-installed.
 - 2. Any Copper items removed to not be re-installed (damaged gutters, downspouts, flashings, etc).
 - 3. All corten metal Bermuda roofing
 - 4. Any other items noted as “salvage” in drawings.
- C. Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris. Remove all fasteners and finishes unless noted otherwise.
 - 2. Pack or crate items after cleaning.
 - 3. Store items in a secure area until re-use in the Work, or removal to be sold by the City.
 - 4. Protect items from damage during transport and storage.
- D. Materials to be removed and not reused or salvaged shall become the property of the Contractor, who shall be responsible for their timely removal from the Project site and their legal disposal.

3.03 PROTECTION

- A. Existing facilities: Protect adjacent areas of the building, walkways, and other facilities during demolition operations.
- B. Protect walls, windows, signage, roofs, mechanical equipment, and other adjacent interior and exterior construction that are to remain and that are exposed to building demolition operations.
- C. Provide necessary temporary partitions, enclosure coverings, and the like for confining dust, noise, and debris to areas of the building in which demolition and/or alterations are being performed.

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- D. See additional requirements specified in Section 01 51 00 “Temporary Facilities and Controls.”

3.04 DEMOLITION

- A. Use methods required to complete the Work within limitations of governing regulations and as specified.
- B. Perform surveys as the Work progresses to detect hazards that may result from demolition activities.
- C. Conduct demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities, driveways, parking areas and walks.
- D. Comply with governing environmental-protection regulations.

3.05 REPAIRS

- A. Promptly repair damage to adjacent construction caused by demolition operations.
- B. Where repairs to existing surfaces are required, patch to match adjacent surface conditions.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.06 ROOF INSPECTION

- A. After removal of the existing roofing & underlayment, the Contractor shall call for a third-party to act as the Inspector of the existing roof sheathing and framing.
 - 1. Inspector shall have 5 years experience in inspection of similar facilities.
 - 2. Both Contractor and Owner shall agree upon selection of Inspector prior to Inspection.
- B. Inspector shall prepare a report noting the damaged areas of roof sheathing, framing and trim that are intended to remain, and require repair or replacement. Inspector will provide report to Contractor, Architect & Owner.
- C. Contractor will prepare a proposal for additional work identified in the Inspection, and submit it to the Architect & Owner for review.
 - 1. Proposal will cover the following Additive Bid Items:
 - a. Additive Alternate One – Roof Decking: Include the furnishing of all labor and equipment required to remove and dispose of damaged roof decking; complete installation of new decking, to match existing.

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- b. Additive Alternate Two – Interior Roof Framing: Include the furnishing of all labor and equipment required to remove and dispose of damaged interior roof framing; complete installation of new interior roof framing, to match existing.
 - c. Additive Alternate Three – Exterior Roof Framing: Include the furnishing of all labor and equipment required to remove and dispose of damaged exterior roof framing; complete installation of new exterior roof framing, to match existing.
 - d. Additive Alternate Four – Roof Trim & Blocking: Include the furnishing of all labor and equipment required to remove and dispose of damaged roof trim & blocking; complete installation of new roof trim & blocking, to match existing.
2. Measurement: Work Proposed after Inspection shall be measured in the units indicated in the Proposal Bid Schedule for the Additive Items indicated in Article 3.06-C.1.
3. Payment: Payment of the Contract Unit Prices for the Additive Items listed above in Article 3.06-C.1 shall include the furnishing of all labor and equipment needed to complete repairs. Materials required shall be considered an additional expense, charged at Contractor's cost plus the standard mark-up.

3.07 RECYCLING DEMOLISHED MATERIALS

- A. The recycling of demolition materials is encouraged and must comply with County of Ukiah Ordinances and any other regulations applicable to the site and building location.
- B. Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.
- C. Provide containers or other storage methods for controlling recyclable materials until they are removed from Project site.
- D. Transport recyclable materials off Owner's property and legally dispose of them. Owner's existing recycling facilities are not available for use by the Contractor.
- E. Submit receipts for recycled and disposed materials as specified in Part 1.

3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items or materials indicated to be recycled, salvaged, or otherwise indicated to remain on Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. Owner's existing refuse collection facilities are not available for use by the Contractor.

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UKIAH, CA

- B. Do not allow demolished materials for accumulate in the building.
- C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- D. Submit receipts for disposed materials as specified in Part 1.

3.09 CLEANING

- A. Clean adjacent surfaces and improvements of dust, dirt, debris caused by demolition operations. Return adjacent areas to condition existing before building demolition operations began.

*****END OF SECTION*****

SECTION 06 10 00
CARPENTRY

PART 1. GENERAL

1.01 WORK INCLUDED

- A. All rough and finish carpentry and related work.

1.02 RELATED WORK

- A. Section 07 31 00, "Composite Roof System."
- B. Section 07 62 00, "Sheet Metal Flashing."
- C. Section 09 90 00, "Painting and Coating"

1.03 SUBMITTALS

- A. Submittals in accordance with Section 01 33 00, "Submittal Procedures."
- B. Product Data: Manufacturer's descriptive literature for fasteners and shop-applied coatings. Hardware cut sheets.
- C. Samples:
 - 1. 12-inch lengths for lumber of each required wood species, grade and finish.
 - 2. 24-inch lengths for sheathing panels.
 - 3. Samples shall have specified finish applied in step fashion showing each required coat.
 - 4. Miscellaneous wood trim as shown on drawings or required (as requested by Architect).

1.04 QUALITY ASSURANCE

- A. Perform finish work in accordance with the WIC "Manual of Millwork," Latest Edition, and the current editions of the Uniform Building Code and local amendments.
- B. Lumber:
 - 1. Grading shall comply with the following grading rules:
 - a. Western Wood Products Association (WWPA)
 - b. Redwood Inspection Service (RIS)
 - c. West Coast Lumber Inspection Bureau (WCLIB)
 - 2. No finger-jointed, twisted, warped, bowed, or otherwise defective lumber wood will be allowed unless otherwise indicated.

3. Sizes indicated are nominal, unless otherwise indicated.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Protect work from physical and moisture damage, according to WIC recommendations.
- B. Wood shall be stored completely under cover and off the ground. Waterproof coverings shall allow for air to circulate between coverings and wood.
- C. Protect sheet materials from breakage and damage while unloading and when stored.

1.06 FIELD MEASUREMENTS

- A. Verify field measurements.

1.07 COORDINATION

- A. Coordinate the work with installation of associated and adjacent components.

PART 2. PRODUCTS

2.01 STRUCTURAL FRAMING LUMBER

- A. Unless otherwise indicated on structural drawings, shall be S4S air dried to maximum 19% moisture content at time of dressing (S-Dry), and of species and grade noted below.
 - 1. Replacement Light Framing and Studs: Of same type and quality of the existing members to be replaced.
 - 2. Replacement Joists, Beams and Posts: Of the same type and quality of the existing members to be replaced.
 - 3. Replacement Exterior Roof framing (Outriggers, Rafter tails): Of the same type and quality of the existing members to be replaced.
 - 4. Exposed glulam beam repair: Remove damaged portions of glulam, and fill w/ wood of similar dimension & species, bonded in place with Epoxy filler.

2.02 EXTERIOR TRIM AND SIDING

- A. Replacement Exterior Wood Trim: re-sawn Redwood, select-heart, S4S, kiln dried in dimension to match existing being replaced.

2.03 PLYWOOD/ DECKING

- A. Replacement Plywood sheathing at Enclosed attic (only where required by Inspection due to dry rot or other damage): APA grade marked, conforming to Product Standard I-83. Match adjacent dimension & grade (typical ½" CDX)
- B. Replacement Plywood sheathing at Exposed Eave (see Drawings for extent) (2) layers:
 - 1. APA grade marked, exterior glue ½" CDX above roof framing.
 - 2. APA grade marked, exterior glue ½" patterned (to match E) between roof framing.
- C. Replacement T&G Decking at Museum Entry (only where required by Inspection due to dry rot or other damage): 2 7/8" Lock-Deck (to match E).

2.04 MISCELLANEOUS CARPENTRY MATERIALS:

- A. Building Paper: #15 asphalt saturated felt, Type "D" or TYVEK House Wrap by Dupont, or SIGA Majvest at Contractors option and as approved by Owner and Architect. Use SIGA Wigluv for window flashing and joint sealing.
- B. Bolts, washers, clips, framing anchors should be hot dip galvanized.
- C. Nails: Common wire for framing; finish for finish work; hot dip galvanized for exterior work (other types of galvanizing are not permitted), Tedlar coated stainless steel for exterior siding where surface nailing (exposed), unless otherwise indicated.
- D. Adhesive: DAP 4000 Sub-Floor and Plywood Adhesive. Waterproof resorcinol for exterior carpentry.
- E. Finish carpentry work and miscellaneous items and their related components which are to be furnished and/or installed under this Section are not necessarily individually described. The most important features, and those requiring detailed descriptions are mentioned. Finish carpentry work and miscellaneous items not mentioned or described shall be furnished and/or installed in accordance with the intent of the Drawings and Specification and as required to complete the work.
- F. Baffle at Attic Soffit Vents: Durovent or sim, install as needed to maintain clear air space from soffit vents between existing roof sheathing and insulation.

2.05 FINISHING

- A. Finished wood shall be sealed on all cut edges, backs and other areas concealed in final work prior to installation. Back out or kerf backs of standing and running exterior trim wider than 5 inches except members with ends exposed to view.
- B. Pre-finish end grain edges at butt joints concealed portions of trim prior to installation.

- C. Verify measurements at jobsite. Verify details and dimensions of equipment and fixtures integral with finish carpentry for proper fit and accurate alignment. Coordinate details with other work supporting, adjoining, or fastening to finish carpentry items.
- D. Thoroughly hand sand wood surfaces. Perform final sanding in direction of grain; ease knife-edge corners by sanding. Provide wood surfaces free from dust, glue, stains, and other foreign matter and in proper condition to receive finish.
- E. Ease edges of lumber to 1/16 inch radius.

PART 3. EXECUTION

- 3.01 ALL WORK** shall be plumb and true, firmly installed in a neat workmanlike manner, complete in all respects.
- 3.02 INSTALL ALL** necessary blocking and furring. Block all unsupported edges of square edge plywood sheathing.
- 3.03 NAILING** shall be in accordance with applicable codes and standards and as shown on drawings, or to match adjacent field conditions.
 - A. Nail plywood roof sheathing to match adjacent field conditions – if nailing appears insufficient, call for inspection by Architect.
 - B. All smooth finish trim shall be nailed with finish nails, and all finish nails shall be set. Putty nail holes only if finish is to have opaque paint or stain finish. If nailing tends to split, pre-drill nail holes.
 - C. All rough finish trim shall be nailed with common nails set flush with trim surface. Do not set nail heads. If nailing tends to split, pre-drill nail holes.
- 3.04 CUTTING AND NOTCHING:** comply with limits set forth in the referenced building code. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing the site cutting.
- 3.05 SILL SEALANT:** Install two rows of sill sealant at centers of all exterior wall sill plates.
- 3.06 HANDLE AND STORE** all lumber materials, plywood, etc, which are to be exposed in the finished work to prevent soiling or staining which cannot be removed by normal cleaning techniques. Brush or otherwise clean construction marks from exposed work at completion of job.

3.07 BACK PRIME all trim and siding which is to receive a paint or stain finish with one coat of sealant or stain as noted in Section 09 90 00, "Painting and Coating." Prime all edges and cut ends of trim and siding prior to installation.

3.08 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this Section are placed and ready to receive work.

3.09 PREPARATION: Miter corners, except where shown. Cope materials at angle for scarf joints.

3.10 INSTALLATION AND APPLICATION

- A. Underlayment and flashing shall be installed where shown and in accordance with section 07 31 00 "Composite Roof System," and section 07 62 00, "Sheet Metal Flashing and Trim."
- B. Install in longest possible lengths to minimize joints. No pieces less than 3-feet shall be permitted, unless total run is less than 3-feet.
- C. Fastening:
 - 1. Wood: fasteners shall be flush to surface where exposed.
 - 2. Hammer, tool marks and marked surfaces and edges are not acceptable on exposed surfaces.
 - 3. Exposed fasteners shall be carefully aligned in both directions. Review layout with architect.
- D. Field Finishing: Apply in accordance with section 09 90 00, "Painting and Coating."

3.11 PREPARATION FOR SITE FINISHING: Set exposed fasteners. Apply wood putty stick filler in exposed fastener indentations. Color of putty to be slightly darker than wood, review with Architect. Sand work smooth.

3.12 ERECTION TOLERANCES: Maximum offset from true alignment with abutting materials: 1/16 inch.

*****END OF SECTION*****

SECTION 07 21 54
RADIANT BARRIERS

PART 1. GENERAL

1.01 WORK INCLUDED

- A. Radiant Barriers

1.02 RELATED WORK

- A. Section 06 10 00, "Rough Carpentry."

1.03 REFERENCES

- A. ASTM C 1313 / C 1313M – Standard Specification for Sheet Radiant Barriers for Building Construction Applications.
- B. ASTM C 1338 – Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.
- C. ASTM C 1371 – Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
- D. ASTM C 1743 – Standard Practice for Installation and Use of Radiant Barrier Systems (RBS) in Residential Building Construction.
- E. ASTM C 1744 – Standard Practice for Installation and Use of Radiant Barrier Systems (RBS) in Commercial/Industrial Building Construction.
- F. ASTM D 3310 – Standard Test Method for Determining Corrosivity of Adhesive Materials.
- G. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- H. ASTM E 96 – Standard Test Methods for Water Vapor Transmission of Materials.
- I. ASTM D 2261 – Standard Test Method for Tearing Strength of Fabrics by the Tongue Procedure.
- J. ICC-ES AC 220 – Acceptance Criteria for Sheet Radiant Barriers.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including installation instructions.
- B. Samples: Submit manufacturer's sample of radiant barriers, minimum 6 inches square.
- C. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- D. Warranty Documentation: Submit manufacturer's standard warranty.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
 - 3. Store materials in clean, dry area indoors.
 - 4. Protect materials during storage, handling, and installation to prevent damage.

PART 2. PRODUCTS

2.01 MANUFACTURER

- A. Manufacturer: Fi-Foil Company, Inc., PO Box 800, Auburndale, Florida 33823. Toll Free 800-448-3401. Website www.fifoil.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

2.02 RADIANT BARRIERS

- A. Radiant Barriers: Fi-Foil "Radiant Shield.", or approved alternate.
- B. Description:
 - 1. Multi-laminate, perforated, sheet radiant barrier.
 - 2. Two outer layers of aluminum foil laminated to layer of woven polyethylene.
 - 3. Thickness of Each Layer: Minimum 0.00025 inch.

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UKIAH, CA

- C. Compliance and Approvals:
 - 1. Compliance: ASTM C1313
 - 2. Evaluated: ICC-ES AC 220
 - 3. Uniform Evaluation Report: IAPMO ES UER 0266
- D. Testing:
 - 1. Water Vapor Permeance, ASTM E 96: 13.9 perms.
 - 2. NFPA Rating: Class 1/Class A
 - 3. Corrosivity: ASTM D 3310: Pass.
 - 4. Adhesive Performance, ASTM C 1313, Section 7.2.6:
 - a. Bleeding: None.
 - b. Delamination: None.
 - c. Pliability: Pass.
 - 5. Mold and Mildew Resistance, ASTM C 1338: Does not promote growth.
 - 6. Foil Emittance, ASTM C 1371: 0.03 to 0.04
 - 7. Reflectivity: 0.96 to 0.97.
 - 8. Tear Resistance, ASTM D2261 – Machine direction: 27.6 lbs; Cross direction: 26.1 lbs.

2.03 ACCESSORIES

- A. Aluminum Foil Tape: Fi-Foil Aluminum foil tape.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive radiant barriers.
- B. Notify Architect of conditions that would adversely affect installation.
- C. Do not begin installation until unacceptable conditions are corrected.

3.02 INSTALLATION

- A. Install radiant barriers in accordance with manufacturer's instructions and ASTM C 1744.
- B. Install radiant barriers at locations indicated on the Drawings.
- C. Splice radiant barriers in accordance with manufacturer's instructions to avoid gaps. Tape seams if gaps appear where splice has been butted.
- D. Cut radiant barriers to fit snugly around openings.

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| UKIAH, CA

- E. Tape tears in radiant barriers.
- F. Replace damaged radiant barriers as directed by Architect.

3.03 PROTECTION

- A. Protect installed radiant barriers from damage during construction.

*****END OF SECTION*****

SECTION 07 31 00
COMPOSITE ROOF SYSTEMS

PART 1. GENERAL

1.01 WORK INCLUDED

- A. Asphalt roofing shingles
- B. Leak barrier and roof deck protection
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

1.02 RELATED WORK

- A. Section 06 10 00, "Rough Carpentry."
- B. Section 07 62 00, "Sheet Metal Flashing and Trim."

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM) – Annual Book of ASTM Standards
 - 1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 4. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
 - 6. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
 - 7. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 8. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).

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| UKIAH, CA

9. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres
- B. Underwriters Laboratories (UL) – Roofing Systems and Materials Guide. (TGFU R1306)
 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
 3. UL 2218 – Impact Resistance of Prepared Roof Covering Materials.
- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA) – Architectural Sheet Metal Manual.
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE), ASCE 7 – Minimum Design Loads for Buildings and Other Structures.
- G. Energy Star.
- H. Cool Roof Rating Council (CRRC)

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.05 SUBMITTALS

- A. Submit copies of the product data sheets, detail drawings, and samples for each type of roofing product.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, leak barriers, and underlayment, by a single manufacturer.
- B. Installer Qualifications: Installer must be approved by manufacturer for installation of all roofing products to be installed under this section.

1.07 PREINSTALLATION MEETING

- A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, Architect, and the General Contractor.
- D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at a temperature not more than 110 degrees F; do not store near steam pipes, radiations, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed GAF®'s recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.
- E. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.

1.09 WARRANTY

- A. Provide to the owner a Warranty covering:
 - 1. Roofs installed by a Authorized Home Builder or Certified Contractor of the Manufacturer.
 - 2. Manufacturing defects: 100% coverage for materials and labor for 40 years with the first 20 years non-prorated.
 - 3. Warranted against algae discoloration for 10 years.

PART 2. PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturer: GAF, 1361 Alps Rd, Wayne NJ 07470. Tel: 1-973-628-3000
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

2.02 SHINGLES

- A. Heavyweight, granule surfaced, self sealing asphalt shingle with a strong fiberglass reinforced Micro Weave® core and a mineral granule surfacing. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. Features highly reflective roofing granules that bounce back the sun's rays and more effectively release absorbed heat. Rated by the Cool Roof Rating Council (CRRC) and meet initial EnergyStar® performance levels. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; AC438; CSA A123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval, Title 24 compliant and Energy Star compliant. **Timberline® Cool Series** Energy-Saving Architectural Shingles, by GAF®. Color: Cool Barkwood.

2.03 HIP AND RIDGE SHINGLES

- A. Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approximately 25 lineal feet with a 6 2/3 inch exposure. **Seal-A-Ridge®** Ridge Cap Shingles by GAF.

2.04 STARTER STRIP

- A. Self-sealing starter shingle designed for premium roof shingles. Each bundle covers approx. 100 lineal feet for English and metric shingles or 50 lineal feet for oversized shingles. **WeatherBlocker™** Eave/Rake Starter Strip by GAF.

2.05 LEAK BARRIER

- A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Each roll contains approx.. 150 sq ft, 36" x 50' or 200 sq ft, 36" x 66.7'. **WeatherWatch®** Leak Barrier, by GAF.

2.06 SHINGLE UNDERLAYMENT

- A. Premium, all-purpose fiberglass reinforced SBS modified underlayment. Meets or exceeds ASTM D226. Approved by UL and ICC. Each roll contains 2 squares (20.06 sqm.) of material and is 39.37 in. x 65.8 ft. (1m x 20m), **Roof Pro™** SBS Modified All-Purpose Underlayment by GAF.

2.07 ROOFING CEMENT

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

2.08 ROOF ACCESSORIES

- A. Exterior acrylic rust resistant aerosol roof accessory paint. Each 6 oz can is available in boxes of 6 and in a wide variety of colors to compliment the roof. **Shingle-Match™** Roof Accessory Paint by GAF.

2.09 NAILS

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch to 7/16 inch in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch or through plywood or oriented strand board by at least 1/8 inch.

2.10 METAL FLASHING

- A. 24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

2.11 ATTIC VENTILATION

- A. Soffit & Gable End Intake Vents: Existing to remain, confirm venting per Drawings.
- B. Mechanical Exhaust Vents: Existing to remain, confirm operation and properly flash and re-install as needed after installation of new roof system.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.

3.02 PREPARATION

- A. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch in diameter, cracks over ½ inch in width, loose knots and excessively resinous areas.
- B. Replace damaged deck with new materials.
- C. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.03 INSTALLATION OF UNDERLAYMENTS

- A. General: Install using methods recommended by GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves: Install eave edge metal flashing tight with fascia boards; lap joints 2 inches and seal with plaster cement or high quality urethane sealant; nail at the top of the flange.
- C. Valleys: Install leak barrier membrane at least 35 inches wide and centered on the valley. Lap ends 6 inches and seal.
- D. Hips and Ridges: Install GAF leak barrier along entire lengths.
- E. Roof Deck: Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place. Lap horizontal edges at least 2 inches and at leave 2 inches over eaves protection membrane. Lap ends at least 4 inches. Stagger end laps of each layer at least 36 inches. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches.
- F. Penetrations:
 - 1. Vent pipes: Install a 24 inch square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
 - 2. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches on to the roof surface lapping over roof deck underlayment.
 - 3. Rake edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches and seal with plastic cement; secure with nails.

3.04 INSTALLATION OF STARTER SHINGLES

- A. Install in accordance with GAF's instructions and local building codes. When local codes

and application instructions are in conflict, the more stringent requirements shall take precedence. Refer to application instructions for the selected starter strip shingles.

- B. Placement and Nailing:
 - 1. For maximum wind resistance along rakes and eaves, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" width of asphalt plastic roof cement.
 - 2. Place starter strip shingles $\frac{1}{4}$ " – $\frac{3}{4}$ " over eave and rake edges to provide drip edge.
 - 3. Nail approximately 1-1/2" – 3" above the butt edge of the shingle.
 - 4. Rake starter course should overlap eave edge starter strip at least 3".

3.05 INSTALLATION OF SHINGLES

- A. Install in accordance with GAF®'s instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
- C. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
- D. Placement and Nailing: Consult the application instructions for the specified shingle for details. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
- E. Valleys: Install using the "closed valley" method. See application instructions for the specified shingle for details.
- F. Penetrations: All penetrations are to be flashed according the GAF, ARMA, and NRCA application instructions and construction details.
- E. Skylights and Roof Hatches: Skylight and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

3.06 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

*****END OF SECTION*****

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1. GENERAL

1.01 WORK INCLUDED

- A. Flashings, counter-flashings, reglets, gutters, downspouts, and other sheet metal items shown or required for weatherproofing the building.

1.02 RELATED WORK

- A. Section 06 10 00, "Rough Carpentry."
- B. Section 07 31 33, "Composite Roof System."
- C. Section 07 92 00, "Joint Sealants."

1.03 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing details, fastening methods, flashings, terminations, interface with Work of other trades, and installation details.
- B. Samples: 12-inch long illustrating external corner, internal corner, joint detail for the various conditions, junction to vertical dissimilar surface, material and finish. Submit other samples if requested by the Architect.
- C. Documentation: Qualifications of fabricator/installer as required by 1.04 below.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA and NRCA standard details and Engineer accepted shop drawings.
- B. Standard commercial manufactured items as applicable may be used for flashings and counterflashing if they meet the functional and appearance requirements of items shown or specified.
- C. Fabricator and Installer: Company specializing in sheet metal flashing work with 5-years experience on projects of this type and complexity.
- D. Convene pre-installation conference 1-week prior to commencing Work of this section.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Stack materials to prevent twisting, bending or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

- B. Prevent contact with materials with may cause discoloration or staining.

1.06 PROJECT CONDITIONS

- A. Exercise care when working on or about roof surfaces to avoid damaging or puncturing membrane or flexible flashings.

1.07 WARRANTY

- A. Work under this Section shall be guaranteed water-tight for a period of 3-years. Written guarantee, signed by the sheet metal application and the Contractor, shall include all materials and labor required to repair leaks that develop and make good any damage to other Work caused by such leaks or the repair thereof.

PART 2. PRODUCTS

2.01 SHEET METAL

- A. Flashings and Related Items: Galvanized steel, ASTM A 653, G90 coating, hot-dipped galvanized, both sides flattened, chemically treated. 24-gauge, unless otherwise shown, specified, or required to meet SMACNA standards.
- B. Roof Flashings and Related Items: Galvanized steel, ASTM A 653, G90 coating, hot-dipped galvanized, both sides flattened, chemically treated. 24-gauge, unless otherwise shown, specified, or required to meet SMACNA standards.
- C. Framing end-grain caps: Match existing at museum. (Replace only damaged flashing, or where called out in Drawings.)
- D. Gutters: replace only damaged gutters. Match existing at museum, provide leaf-guards where none exist.
- E. Downspouts: replace only damaged downspouts. Match existing at museum.

2.02 ACCESSORIES

- A. Fasteners:
 - 1. Same material and finish as flashing metal or material compatible with the sheet metal.
 - 2. Provide soft integral neoprene washers for all exposed conditions.
 - 3. Pop rivets of same material as material to be fastened may be used for metal-to-metal connections where future disassembly is not required and where not exposed to view.
- B. Protective Backing Paint: Bituminous type.
- C. Sealant: Type specified in Section 07 92 00, "Joint Sealants."

- D. Bedding Compound: Butyl type.
- E. Plastic Flashing Cement: ASTM D 4586
- F. Solder: ASTM B 32, grade as recommended by manufacturer of metal sheets for intended use.
- G. Miscellaneous: Items essential to the completeness of the sheet metal installation, though not specifically shown or specified, shall be provided. All such items, unless otherwise shown on the Drawings or specified, shall be of the same kind of materials as the item to which applied.

2.03 FABRICATION

- A. Form sections in conformance with the referenced standards, unless otherwise indicated, true to shape, accurate in size, square and free from distortion or defects.
- B. Material required soldering shall be soldered in shop unless otherwise accepted by Engineer.
- C. Fabricate cleats of same material as sheet, interlockable with sheet.
- D. Form pieces in longest possible lengths in single length sheets.
- E. Hem all exposed edges on underside ½-inch, miter, and seam corners.
- F. Work exposed to weather or moisture shall be completely watertight with provisions for free expansion without leaks.
- G. Soldering:
 - 1. Clean and flux metal prior to soldering.
 - 2. Sweat solder completely through seam width.
 - 3. Make exposed soldering full flowing and smooth with finish surfaces.
 - 4. Wash acid flux with an appropriate neutralizing solution after soldering, and remove soldering flux on exposed and painted surfaces.
- H. Edge drips fabricated with bottom edge formed outward ¼-inch and hemmed to form drip.
- I. Embedded flashings fabricated to allow flange to extend a minimum of 5-inches under roofing surface.
- J. Form gutters to profile and size to match existing.

2.04 FINISH

- A. Back paint concealed galvanized metal surfaces with protective backing paint to a

minimum dry film thickness of 1-mil.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, sleeves, ducts, or vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed and secure.

3.02 PREPARATION

- A. Install cleats before starting installation.
- B. Install surface-mounted reglets true to lines and levels. Bed reglets in sealant tape and seal top of reglets with sealant.

3.03 INSTALLATION

- A. Standards: Install items in accordance with the "Architectural Sheet Metal Manual" (SMACNA) "National Roofing Contractors' Manual," or roofing manufacturers recommendations, whichever is most stringent, unless otherwise indicated on the Drawings or in these Specifications. For proprietary products, follow manufacturer's specifications.
- B. General: Install straight and true with mitered joints accurately fitted. Exposed Work shall be free of dents, waves and buckles or other defects. Ample provisions shall be made for expansion and contraction in sheet metal assembly, and shall be provided by slip joints set in non-hardening type sealant. Provide slip joints at a minimum every 15-feet, unless otherwise permitted by SMACNA.
- C. Reinforcement shall be provided as required. Dissimilar metals shall be isolated and protected from contact with either butyl sealer or specified isolating material. Surfaces of sheet metal in contact with concrete, plaster, or treated wood shall be protected with a coating of bituminous paint.
- D. Soldering: Edges of sheet metal shall be pre-tinned before soldering is begun. Heat the seam thoroughly, and completely sweat the solder through the full width of the seam. Ample solder shall be used, and the seam shall show not less than one full inch of evenly flowed solder. Soldering shall follow immediately after the application of flux. Upon completion of soldering, flux shall immediately be neutralized, and the surfaces shall be thoroughly scraped and cleaned. Joints shall be free to move with expansion of the metal.
- E. Joints:
 - 1. General: Not exposed to view (visible only from roof) When permitted by SMACNA,

standards shall be lap joints. Turn joints in direction of water flow. Corners and miters shall be reinforced and soldered. Exposed edges shall be folded, beaded or ½-inch double returned; no raw edges will be permitted. Lap 4-inches minimum and sealed in sealant.

2. Items exposed to view shall have joints meeting SMACNA “acceptable” joint designs for weight of material.
- F. Fastenings: Adequate to sustain normal loads which may be imposed. Applied in such a manner as not to jeopardize the watertight integrity of the building. Secure flashings in place using specified type of fasteners. Use exposed fasteners only in locations where concealed fastening is not possible. Exposed fastener location shall be reviewed by the Architect prior to installation.
- G. Flashings and Metal Trim: Provide all flashings, counter-flashings, metal trim and any other fabricated items and miscellaneous sheet metal work indicated or required to provide a watertight installation roof top. Flashings shall have flange set on roof and fastened to substrate. Lock seams and end joint. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles. Miscellaneous flashing, metal trim and their related components are not necessarily individually described. Miscellaneous items and trim not mentioned or described shall be furnished and installed in accordance with the intent of the Drawings, Specifications, SMACNA and as required to complete the Work.
- H. Gutters: Fabricated in sections not less than 10-feet long, except at ends of runs where shorter lengths not less than 3-feet are acceptable. Gutters shall be dead level. Secure with brackets, spaced not more than 36-inches O.C. Each bracket shall be attached and shall be secured to the gutter in a manner that will allow free movement of the gutter, and will withstand full loading of water without damage. Expansion joints in no case to exceed spacing permitted by SMACNA.
- J. Mechanical and Electrical Items: Counterflash where ducts, pipes or conduits project through roof.
- K. Sealants: Apply at juncture of metal flashing and felt flashings, where required for bedding splices, and elsewhere as shown or required to make Work watertight.
- L. Finishes: “galv-prepped”, primed and painted for GSM.

3.04 FIELD QUALITY CONTROL

- A. Field inspection may be performed.

*****END OF SECTION*****

SECTION 07 92 00
JOINT SEALANTS

PART 1. GENERAL

1.01 WORK INCLUDED

- A. All general sealing work required throughout the project.

1.02 RELATED WORK

- A. Section 06 10 00, "Rough Carpentry."
- B. Section 07 62 00, "Sheet Metal Flashing and Trim."

1.03 SUBMITTALS

- A. Product Data: Provide data indicating chemical characteristics, performance criteria, substrate suitability, preparation, installation procedures, limitations and color availability.
- B. Samples: Illustrating sealant colors for selection. When so directed, apply sample in 12-inch-minimum runs in actual joints at the job site. When these are accepted by Architect, they will serve as a standard of quality for the Project.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with sealant manufacturer's requirements for preparation of surfaces and materials installation instructions.
- B. Exterior sealant work shall be done by an applicator specializing in Work of this type and complexity with a minimum of 5-years experience.
- C. Installer shall comply with manufacturer's recommendations regarding shelf life for sealant.
- D. Design sealant joints for expansion, compression movement, adhesion and appearance per Sealant, Waterproofing and Restoration Institute (SWRI) requirements.
- E. Sealant shall not cause staining, degradation or premature aging of adjacent surfaces or sealant itself when in contact with these surfaces.
- F. Sealants should be field tested for adhesion.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.
- B. Schedule sealing operations so that working joints are most likely to be normal size. Apply materials within manufacturer's recommended surface and ambient temperature ranges.

1.06 WARRANTY

- A. Provide a 3-year warranty. Include coverage for installed sealants and accessories which fail to achieve watertight seal and/or exhibit loss of adhesion or cohesion, become brittle or crack, change color in a significant way, or do not cure.

PART 2. PRODUCTS

2.01 GENERAL

- A. Sealants, primers, and accessories shall be compatible with contacting surfaces, including other sealant types and non-staining to adjacent exposed materials. Products having similar application and usage shall be of the same manufacturer and type.
- B. Colors shall be selected from manufacturer's standard range except as otherwise indicated. Color selection is optional where used in concealed conditions.
- C. Use gun consistency compounds, unless otherwise required by job conditions. Do not use oil-based caulking materials for any purpose.

2.02 SEALANT (EXTERIOR USE)

- A. Unless otherwise indicated below, in other sections, unless otherwise required by a product manufacturer for compatibility with their product, or unless sealant manufacturer does not recommend for a particular use: One component polyurethane as manufactured by Pecora, Sonneborn, or accepted equal.
- B. Concealed joints: One-part butyl rubber caulk conforming to FS-TT-S-001657, Type 1, Pecora "BC158" or accepted equal.
- C. Concealed joints (between 2 assembled rigid surfaces in compression): Polyisobutylene sealant tape conforming to AAMA 804.1

2.03 ADDITIONAL SEALANT MATERIALS: As specified in respective specification Sections.

PART 3. EXECUTION

3.01 GENERAL

- A. Use and install per manufacturer's instructions to achieve effective adhesion and secure the work against penetration by water.
- B. Clean joint surfaces and prime as recommended by manufacturer.
- C. Accurately apply in one continuous operation to full depths and widths of joints or pockets. Surfaces shall have a thoroughly neat, extruded appearance when complete.
- D. Joint width: as shown or ¼-inch minimum and 1-inch maximum. Joint depth not more than joint width or ½-inch maximum.
- E. Support sealants from back with construction as shown or with backer rod.
- F. Sealant work shall precede asphaltic work, or painting.
- G. Clean adjacent surfaces free from caulking and sealant smears.

3.02 APPLICATIONS

- A. Sealant: Use for all exterior and interior joints directly exposed to view.
- B. Caulking: Use for all other joints or applications as required to exclude water penetration.

*****END OF SECTION*****

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SECTION 09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Painting and Finishing. Refer to Finish Schedule and Finish Notes on drawings for location of finishes.

1.02 RELATED WORK

- A. Shop-primed products for site finishing are specified in various sections.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material.
- B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.
 - 1. Brush-outs: Submit samples of each color and material with texture similar to actual conditions, on hardboard, minimum 12" by 18" size. Submit 8" by 10" samples of wood finishes on actual wood surfaces. Label and identify each as to location and application.
 - 2. Field Samples: Duplicate painted finishes of approved samples on actual wall surfaces and components for approval prior to commencing work. Minimum 100 SF, or one component, located where approved. Simulate finished lighting conditions for review.
- C. Certificates: Furnish certificates from each manufacturer stating materials are top quality lines and suitable for intended use on this Project.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with:

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UKIAH, CA

1. Name of material, color and sheen.
2. Manufacturer's name, stock number and date of manufacture.
3. Contents by volume, for major pigment and vehicle constituents.
4. Thinning and application instructions.

1.07 SITE CONDITIONS

- A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90 degrees F.
- B. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.
- C. Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified.
- D. Provide additional ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible.

1.08 EXTRA MATERIAL

- A. Furnish Owner with a minimum of 1 gallon of all finish material, properly labeled in terms of color, sheen, and location(s) in project.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Benjamin Moore & Co.
- B. Sherwin-Williams Co.
- C. P.P.G. Industries, Inc, Coatings and Resins Division.
- D. Dunn-Edwards Corp.
- E. ICI Paints.
- F. Kelly Moore Paint Co.
- G. Vista Paint Co.
- H. Cabot Stains

2.02 MATERIALS

- A. Definition: “Paint” as used herein means coating systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats.
- B. Material Quality: Provide top line quality commercial grade (professional painter) paints; materials not bearing manufacturer’s identification as a best-grade product shall not be acceptable.
 - 1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.
 - 2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer, and use only within recommended limits.
 - 3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen or pigments. Pigments to be pure, non-fading, and of applicable types to suit substrate and service indicated; no lead content permitted.
 - 4. Finish Coat Coordination: Provide finish coats where compatible with prime paints, undercoats and barrier coats used.
- C. Colors and Finishes: Prior to commencement of painting work, Architect will furnish color chips for surfaces to be painted. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers. Final acceptance of colors will be from samples applied on site.
- D. Volatile Organic Compound (VOC) Emissions: Select materials that generate the least amount of pollution. No VOC’s preferred. Consider pollution and emissions generated during manufacturing, transport, installation, use, and disposal.
 - 1. Avoid materials that contain ozone depleting chemicals and that emit potentially harmful volatile organic compound (VOC) emissions. Comply with VOC level requirements in California Green Building Code, Non-Residential Mandatory Measures.
 - 2. Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers nor storm drains.
 - 3. Select materials that can be reused or recycled and materials with significant percentage of recycled content; set specific recycled content percentages for individual materials; avoid materials difficult to recycle.

PART 3 - EXECUTION

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3.01 PREPARATION

- A. Inspection: Examine areas and conditions under which painting work is to be applied.
 - 1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area.
 - 2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.
 - 3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.
- B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.
- C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.
- D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.
- E. Mix painting materials in accordance with manufacturer's directions.
- F. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- G. Stir materials before application to produce mixture of uniform density, and stir as required during application; do not stir surface film into material, if necessary, strain material before using.

3.02 APPLICATION

- A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces; paint surfaces behind permanently-fixed equipment and furniture with prime coat only.
 - 3. Finish doors on tops, bottoms and side edges same as faces.

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- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation.
 - 1. Allow time between successive coatings to permit proper drying.
 - 2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.
- C. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.
- D. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.
 - 1. Opaque Finishes: Provide opaque, uniform finish, color and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable.
 - 2. Transparent and Stained Finishes: Produce glass smooth surface film of even luster; provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections.
- E. Completed Work: Match approved samples for color, texture and coverage; remove, refinish or repaint work not accepted.

3.03 PAINTING SCHEDULE

- A. Exterior Work: Provide the following paint systems.
 - 1. Metal: Semigloss sheen.
 - a. 1st Coat: Touch-up primer, prime if none.
 - b. 2nd and 3rd Coat: Exterior 100% acrylic enamel.
 - 2. Painted Exposed Roof Framing & Decking: Flat
 - a. 1st Coat: Alkali resistant primer.
 - b. 2nd and 3rd Coat: Exterior 100% acrylic enamel.
 - 3. Clear Sealed Exposed Roof Framing & Decking: Flat
 - a. 1st and 2nd Coat: Exterior clear wood sealer and preservative.
- B. Colors to be provided by Architect & Owner. Provide 3 weeks notice for color selection.
- C. Sheens: Comply with ASTM D523, reflectance of paint.
 - 1. Flat: 1-10.
 - 2. Satin: 15-30.
 - 3. Eggshell: 30-45.

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4. Semigloss: 45-75.
5. Gloss: 75-100.

3.04 CLEAN-UP, PROTECTION AND REPAIR

- A. Clean up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each work day.
 1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 1. Provide "Wet Paint" signs to protect newly-painted finishes.
 2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION



**GRACE HUDSON MUSEUM – ROOFING REPLACEMENT PROJECT
SPEC. NO. 16-03**

Addendum No. 1
June 13, 2016

The following is Addendum No. 1 to SPEC. NO. 16-03 – GRACE HUDSON MUSEUM – ROOFING REPLACEMENT PROJECT.

IF YOU SUBMIT A BID, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION, THIS SIGNED ACKNOWLEDGMENT MUST BE SUBMITTED WITH YOUR BID, OR YOUR BID MAY BE DEEMED AS NON-RESPONSIVE.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

I. Allowances –

The Table of Contents in the Technical Specifications included Section 01 21 10 – Allowances. There are no allowances, this section can be removed.

II. The following Technical Specification Sections have been revised to clarify scope of work:

Section 02 41 19 – Selective Demolition
(Inspection Services removed from Contractor Scope, coordination described.)

Section 07 31 00 – Composite Roof System
(Selections for Underlayment, Starter Strip, and Ridge Cap have been updated.)

III. The following are questions asked, and corresponding answers:

Q1: Should Inspection Services be part of the Contractor Scope, or provided by Owner?

A1: Inspection Services have been removed from the Contractor Scope – the Owner will contract separately with an Inspector to review the condition of exposed structure. Contractor will be responsible for providing time in their schedule for Inspections to be performed, per revised Specification Section 02 41 19.

Q2: What will be the access points to the roof during the project?

A2: Exterior access will be from the driveway side and west terrace. Access to the attic spaces through the museum should be scheduled and coordinated with the museum staff, preferably on days when the museum is closed to the public (Mondays and Tuesdays).

Q3: What is the scope of the contractor in reference to the stacking and storing of the salvaged materials?

A3: Salvaged materials to be re-installed on the site should be cleaned, stacked, and stored in a secure location on-site until reuse. Salvaged materials not to be re-installed are to be cleaned, stacked, and moved to a secure location chosen by the City (within City limits) for storage. See Part 3.02 of Specification Section 02 41 19.

Q4: Part 2 products 2.03 calls out seal-ridge ridge cap shingles, these aren't stocked in CA. Will Cool Z-Ridge be fine and meet manufacturer warranty?

A4: Please see revised Specification Section 07 31 00 – Ridglass Premium Cool has been substituted.

Q5: Part 2 Products 2.06 calls out Roof Pro SBS Modified All-Purpose Underlayment, this is not available, please advise.

A5: Please see revised Specification Section 07 31 00 – TigerPaw Roof Deck Protection has been substituted.

Q6: On my job walk I have a concern that the valleys will need to have a GAF self-adhering system, Liberty Cap, due to the low slope in the valleys.

A6: The Leak Barrier specified in Part 2.05 (WeatherWatch) is to be installed at all valleys, per manufacturer specification, to protect areas with lower slopes.

All other terms and conditions remain in full force and effect.

Mary V. Horger

Mary V. Horger
Purchasing Supervisor

ACKNOWLEDGMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my bid.

Signed: _____ Date: _____

Company Name: _____

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**SECTION 02 41 19
SELECTIVE DEMOLITION**

PART 1. GENERAL

1.01 SUMMARY

- A. Demolition, removal and salvage of indicated materials.
- B. Post-demolition Inspection.

1.02 SUBMITTALS

- A. Submit list of Salvage Items. List to include quantity to be salvaged and place of stockpile or storage. Architect to approve List prior to beginning of demolition and salvage operations.
- B. Landfill Records: Indicate receipt and acceptance of hazardous waste by a landfill facility licensed to accept hazardous wastes.
- C. Receipts for recycled materials that include name of licensed recycling company, dollar value, and date.
- D. Roof Inspection Report

1.03 QUALITY ASSURANCE

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, disposal and safety.
- B. Regulatory Requirements:
 - 1. Comply with governing EPA notification regulations before beginning demolition.
 - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - 3. Comply with CalGreen Section 5.408, Nonresidential Mandatory Measures for Construction Waste Reduction by submitting a Construction Waste Management Plan, or complying with local construction or demolition waste management standards, whichever is more stringent.
 - 4. Certifications: Obtain and pay for any necessary permits from governing authorities.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-demolition conference: Conduct conference at Project site. Review methods

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UKIAH, CA

and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize Demolition Plan and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements including temporary dust barriers required to safely enclose Construction zone and protect Owner staff and guests from Construction activities.
- E. Conduct demolition operations and the removal of debris to ensure minimum interference with driveways, walks, and adjacent occupied or used facilities and portions of the Building. Do not close or obstruct driveways, walks or other occupied or used facilities without permission from Owner.

1.04 UTILITY SERVICES

- A. Maintain existing utilities, including fire and life safety, serving other areas of the building and indicated to remain. Keep in service, and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving adjacent occupied or used facilities except when authorized in writing by Architect/Owner.
- C. Provide temporary services during interruptions to existing utilities as acceptable to the Architect/Owner.
- D. Contractor shall verify that utilities are properly disconnected and sealed before starting demolition.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to verify extent of demolition required.
- B. Inventory and record the condition of any items required to be removed and sal-

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vaged.

- C. Identify locations for stockpiling material to be salvaged.
- D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Architect and Owner.

3.02 REMOVED AND SALVAGED ITEMS

- A. When required by the Drawings or specified, remove item to be salvaged in the most careful manner possible to avoid damage.
- B. Salvaged items to include:
 - 1. Flashings, gutters, and other equipment that are removed during demolition, to be re-installed.
 - 2. Any Copper items removed to not be re-installed (damaged gutters, downspouts, flashings, etc).
 - 3. All corten metal Bermuda roofing
 - 4. Any other items noted as “salvage” in drawings.
- C. Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris. Remove all fasteners and finishes unless noted otherwise.
 - 2. Pack or crate items after cleaning.
 - 3. Store items in a secure area until re-use in the Work, or removal to be sold by the City.
 - 4. Protect items from damage during transport and storage.
- D. Materials to be removed and not reused or salvaged shall become the property of the Contractor, who shall be responsible for their timely removal from the Project site and their legal disposal.

3.03 PROTECTION

- A. Existing facilities: Protect adjacent areas of the building, walkways, and other facilities during demolition operations.
- B. Protect walls, windows, signage, roofs, mechanical equipment, and other adjacent interior and exterior construction that are to remain and that are exposed to building demolition operations.
- C. Provide necessary temporary partitions, enclosure coverings, and the like for confining dust, noise, and debris to areas of the building in which demolition and/or alterations are being performed.

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UKIAH, CA

- D. See additional requirements specified in Section 01 51 00 “Temporary Facilities and Controls.”

3.04 DEMOLITION

- A. Use methods required to complete the Work within limitations of governing regulations and as specified.
- B. Perform surveys as the Work progresses to detect hazards that may result from demolition activities.
- C. Conduct demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities, driveways, parking areas and walks.
- D. Comply with governing environmental-protection regulations.

3.05 REPAIRS

- A. Promptly repair damage to adjacent construction caused by demolition operations.
- B. Where repairs to existing surfaces are required, patch to match adjacent surface conditions.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.06 ROOF INSPECTION

- A. After removal of the existing roofing & underlayment, the Contractor shall call for the third-party Inspector to review the condition of the existing roof sheathing and framing.
 - 1. The third-party Inspector will be provided by the Owner.
 - 2. The Contractor will provide sufficient time in the Schedule for Inspections to take place after existing underlayment is removed, and before installation of any new material.
 - 3. The Contractor shall provide 3 working-days notice to the Inspector prior to when Inspection will be required.
- B. After each Inspection, the Inspector shall prepare reports noting the damaged areas of roof sheathing, framing and trim that are intended to remain, and require repair or replacement. Inspector will provide report to Contractor, Architect & Owner.
- C. Contractor will prepare a proposal for additional work identified in the Inspection,

GRACE HUDSON MUSEUM – ROOF REPLACEMENT & REPAIRS
UKIAH, CA

and submit it to the Architect & Owner for review.

1. Proposal will cover the following Additive Bid Items:
 - a. Additive Alternate One – Roof Decking: Include the furnishing of all labor and equipment required to remove and dispose of damaged roof decking; complete installation of new decking, to match existing.
 - b. Additive Alternate Two – Interior Roof Framing: Include the furnishing of all labor and equipment required to remove and dispose of damaged interior roof framing; complete installation of new interior roof framing, to match existing.
 - c. Additive Alternate Three – Exterior Roof Framing: Include the furnishing of all labor and equipment required to remove and dispose of damaged exterior roof framing; complete installation of new exterior roof framing, to match existing.
 - d. Additive Alternate Four – Roof Trim & Blocking: Include the furnishing of all labor and equipment required to remove and dispose of damaged roof trim & blocking; complete installation of new roof trim & blocking, to match existing.
2. Measurement: Work Proposed after Inspection shall be measured in the units indicated in the Proposal Bid Schedule for the Additive Items indicated in Article 3.06-C.1.
3. Payment: Payment of the Contract Unit Prices for the Additive Items listed above in Article 3.06-C.1 shall include the furnishing of all labor and equipment needed to complete repairs. Materials required shall be considered an additional expense, charged at Contractor's cost plus the standard mark-up.

3.07 RECYCLING DEMOLISHED MATERIALS

- A. The recycling of demolition materials is encouraged and must comply with County of Ukiah Ordinances and any other regulations applicable to the site and building location.
- B. Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.
- C. Provide containers or other storage methods for controlling recyclable materials until they are removed from Project site.
- D. Transport recyclable materials off Owner's property and legally dispose of them. Owner's existing recycling facilities are not available for use by the Contractor.
- E. Submit receipts for recycled and disposed materials as specified in Part 1.

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UKIAH, CA

3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items or materials indicated to be recycled, salvaged, or otherwise indicated to remain on Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. Owner's existing refuse collection facilities are not available for use by the Contractor.
- B. Do not allow demolished materials for accumulate in the building.
- C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- D. Submit receipts for disposed materials as specified in Part 1.

3.09 CLEANING

- A. Clean adjacent surfaces and improvements of dust, dirt, debris caused by demolition operations. Return adjacent areas to condition existing before building demolition operations began.

*****END OF SECTION*****

SECTION 07 31 00
COMPOSITE ROOF SYSTEMS

PART 1. GENERAL

1.01 WORK INCLUDED

- A. Asphalt roofing shingles
- B. Leak barrier and roof deck protection
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

1.02 RELATED WORK

- A. Section 06 10 00, "Rough Carpentry."
- B. Section 07 62 00, "Sheet Metal Flashing and Trim."

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM) – Annual Book of ASTM Standards
 - 1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 4. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
 - 6. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
 - 7. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 8. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).

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UKIAH, CA

9. ASTM E 903 – Standard Test Method for Solar Absorptance, Reflectance, and Transmission of Materials Using Integrating Spheres
- B. Underwriters Laboratories (UL) – Roofing Systems and Materials Guide. (TGFU R1306)
 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
 3. UL 2218 – Impact Resistance of Prepared Roof Covering Materials.
- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA) – Architectural Sheet Metal Manual.
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE), ASCE 7 – Minimum Design Loads for Buildings and Other Structures.
- G. Energy Star.
- H. Cool Roof Rating Council (CRRC)

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.05 SUBMITTALS

- A. Submit copies of the product data sheets, detail drawings, and samples for each type of roofing product.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, leak barriers, and underlayment, by a single manufacturer.
- B. Installer Qualifications: Installer must be approved by manufacturer for installation of all roofing products to be installed under this section.

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UKIAH, CA

1.07 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving a UL Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

1.08 PREINSTALLATION MEETING

- A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, Architect, and the General Contractor.
- D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at a temperature not more than 110 degrees F; do not store near steam pipes, radiations, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed GAF®'s recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.
- E. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.

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UKIAH, CA

1.10 WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAF's recommendations.

1.11 WARRANTY

- A. Provide to the owner a GAF Weather Stopper System Plus Ltd Warranty covering:
 - 1. Roofs installed by a Authorized Home Builder or Certified Contractor, or Certified GAF Master Elite Contractor only.
 - 2. Manufacturing defects: 100% coverage for materials and labor for 40 years with the first 20 years non-prorated.
 - 3. Warranted against algae discoloration for 10 years.
 - 4. Contractor must use a minimum of three GAF accessories in addition to GAF shingles to qualify for the System Plus Warranty.

PART 2. PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturer: GAF, 1361 Alps Rd, Wayne NJ 07470. Tel: 1-973-628-3000
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

2.02 SHINGLES

- A. Heavyweight, granule surfaced, self sealing asphalt shingle with a strong fiberglass reinforced Micro Weave® core and a mineral granule surfacing. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. Features highly reflective roofing granules that bounce back the sun's rays and more effectively release absorbed heat. Rated by the Cool Roof Rating Council (CRRC) and meet initial EnergyStar® performance levels. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; AC438; CSA A123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval, Title 24 compliant and Energy Star compliant. **Timberline® Cool Series** Energy-Saving Architectural Shingles, by GAF®. Color: Cool Barkwood.

2.03 HIP AND RIDGE SHINGLES

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UKIAH, CA

- A. Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 31 lineal feet (9.45m) with an 8 inch (203mm) exposure **Ridglass™ 10" Premium Cool Ridge Cap Shingles** by GAF®.

2.04 STARTER STRIP

- A. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™** Starter Strip by GAF®.

2.05 LEAK BARRIER

- A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx.. 150 sq ft, 36" x 50' or 200 sq ft, 36" x 66.7'.
WeatherWatch® Leak Barrier, by GAF.

2.06 SHINGLE UNDERLAYMENT

- A. Superior quality, water repellant, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Each roll contains approximately 10 squares (1000 gross sq. ft.) of material and is 54 in. x 223 ft.
Tiger-Paw™ Roof Deck Protection by GAF®.

2.07 ROOFING CEMENT

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.
- B. Roof Cement: ASTM D 4586, **Matrix™** 203 Plastic Roof Cement.
- C. Roof Cement: ASTM D 4586, **Matrix™** 204 Wet/Dry Roof Cement.

2.08 ROOF ACCESSORIES

- A. Exterior acrylic rust resistant aerosol roof accessory paint. Each 6 oz can is available in boxes of 6 and in a wide variety of colors to compliment the roof. **Shingle-Match™** Roof Accessory Paint by GAF.

2.09 NAILS

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UKIAH, CA

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch to 7/16 inch in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch or through plywood or oriented strand board by at least 1/8 inch.

2.10 METAL FLASHING

- A. 24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.
- B. 16-oz/sq ft copper sheet, complying with ASTM B 370.
- C. 0.032-inch aluminum sheet, complying with ASTM B 209.

2.11 ATTIC VENTILATION

- A. Soffit & Gable End Intake Vents: Existing to remain, confirm venting per Drawings.
- B. Mechanical Exhaust Vents: Existing to remain, confirm operation and properly flash and re-install as needed after installation of new roof system.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Remove all existing roofing down to the roof deck.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch in diameter, cracks over 1/2 inch in width, loose knots and excessively resinous areas.
- C. Replace damaged deck with new materials.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.03 INSTALLATION OF UNDERLAYMENTS

- A. General: Install using methods recommended by GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves: Install eave edge metal flashing tight with fascia boards; lap joints 2 inches and seal with plaster cement or high quality urethane sealant; nail at the top of the flange.
- C. Valleys: Install leak barrier membrane at least 36 inches wide and centered on the valley. Lap ends 6 inches and seal. Where valleys are indicated to be “open valleys”, install metal flashing over GAF leak barrier before GAF roof deck protection is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18” on center just beyond the edge of flashing so that the nail heads hold down the edge.
- D. Hips and Ridges: Install GAF leak barrier along entire lengths.
- E. Roof Deck:
 - 1. Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves and valley. Install sheets horizontally so water sheds and nail in place.
 - 2. On roofs sloped at more than 4 in 12, lap horizontal edges at least 2 inches and at leave 2 inches over eaves protection membrane.
 - 3. On roofs sloped between 2 in 12 and 4 in 12, lap horizontal edges at least 19 inches and at least 19 inches over eaves protection membrane.
 - 4. Lap ends at least 4 inches. Stagger end laps of each layer at least 36 inches.
 - 5. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches.
- F. Penetrations:
 - 1. Vent pipes: Install a 24 inch square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
 - 2. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches on to the roof surface lapping over roof deck underlayment.
 - 3. Rake edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches and seal with plastic cement; secure with nails.

3.04 INSTALLATION OF SHINGLES

- A. General:
 - 1. Install in accordance with GAF’s instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence. Refer to application instructions for the selected starter strip

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UKIAH, CA

shingles.

2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.

B. Placement and Nailing:

1. Begin with the starter strip, trim shingles so that the "nest" within the shingle located beneath it. This procedure will yield a first course that is typically 3" to 4" rather than a fully exposed shingle.
2. For maximum wind resistance along rakes, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" width of asphalt plastic roof cement.
3. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
4. Using the bottom of the tab on existing shingles, align subsequent courses.
5. *Note: DO NOT install standard sized shingles (5" exposure) over metric (5 5/8" exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
6. Secure with 4, 5 or 6 nails per shingle per GAF's instructions or local codes.
7. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
8. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
9. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

E. Valleys: Install using the "open valley" method:

1. Snap diverging chalk lines on the metal flashing, starting at 3" each side of top of valley, spreading 1/8" per foot to the eaves.
2. Run shingles to chalk line.
3. Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12" wide.
4. Apply a 2" wide strip of plastic cement under ends of shingles, sealing them to metal flashing.

F. Penetrations: All penetrations are to be flashed according the GAF, ARMA, and NRCA application instructions and construction details.

E. Skylights and Roof Hatches: Skylight and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

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UKIAH, CA

3.06 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

*****END OF SECTION*****

CONTRACTOR LOG-IN SHEET

City of Ukiah Mandatory Pre-bid Conference: 11 a.m., June 7, 2016

Spec. 16-03 Grace Hudson Museum Roof Replacement

Company: HEARIS Roofing

Here as Prime Contractor or Sub-contractor? SOB

Representative: Don Brooks

Phone #: 707 974-6542

E-mail address: DBROOKS@HEARISROOFING.COM

Company: Clark Const.

Here as Prime Contractor or Sub-contractor? Prime

Representative: Robert Clark

Phone #: 272-7386

E-mail address: clarkbbt@pacific.net

Company: Lucerne Roofing and Supply

Here as Prime Contractor or Sub-contractor? sub

Representative: Sam Walter

Phone #: 263-4200

E-mail address: lucernerroofing@mchsi.com

CONTRACTOR LOG-IN SHEET

City of Ukiah Mandatory Pre-bid Conference: 11 a.m., June 7, 2016
Spec. 16-03 Grace Hudson Museum Roof Replacement

Company: CUPPLES & SONS CONSTRUCTION

Here as Prime Contractor or Sub-contractor? PRIME

Representative: RICARDO RODRIGUEZ

Phone #: 707-467-0674

E-mail address: RR.CUPPLESCONSTRUCTION@COMCAST.NET

Company: FRC, Inc.

Here as Prime Contractor or Sub-contractor? Prime

Representative: Lorina Penny

Phone #: 707-272-2947 707-396-6292

E-mail address: brandon@frcinc.biz

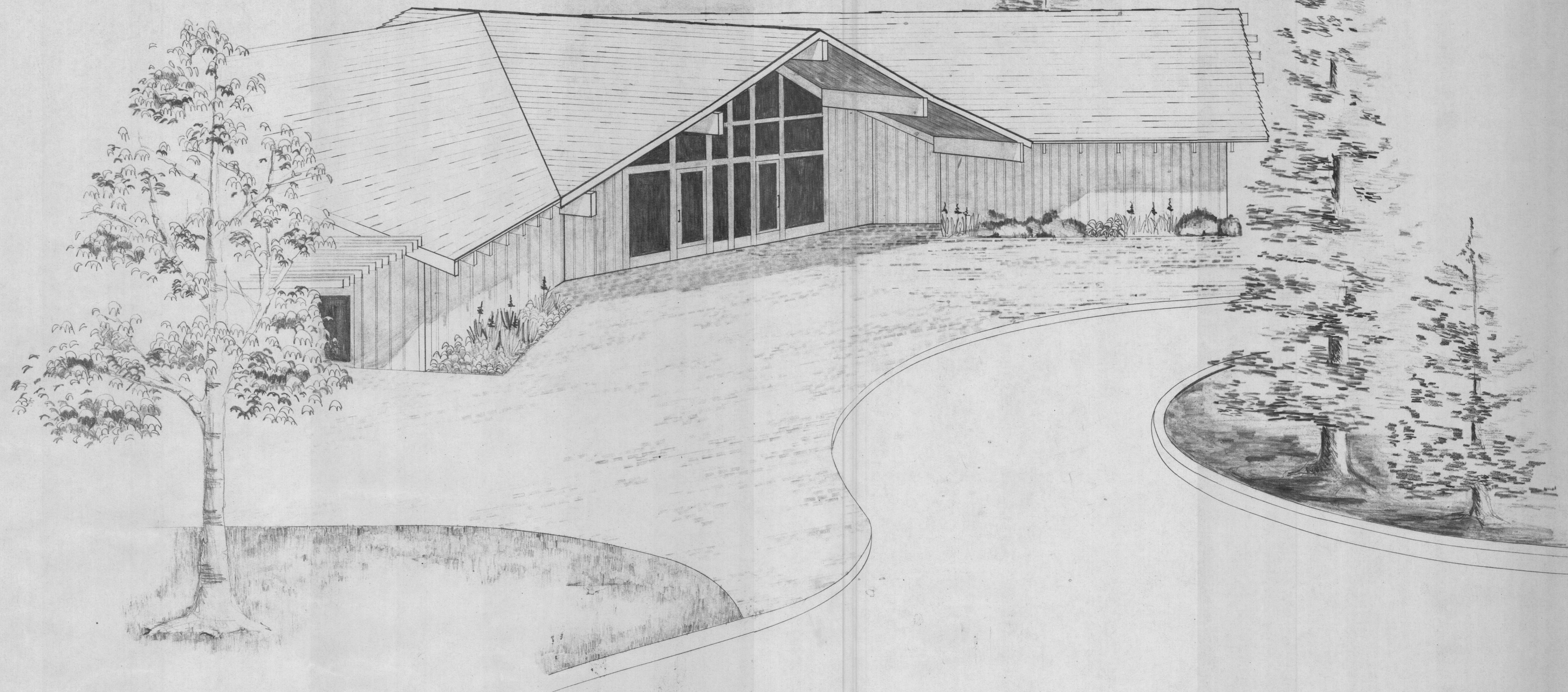
Company: _____

Here as Prime Contractor or Sub-contractor? _____

Representative: _____

Phone #: _____

E-mail address: _____



SUN HOUSE CULTURAL CENTER

INDEX

- A-1 INDEX & TITLE
- A-2 SITE PLAN, VICINITY MAP
- A-3 FLOOR PLAN
- A-4 FOUNDATION PLAN
- A-5 FLOOR FRAMING, FOUNDATION DETAILS
- A-6 SOUTHWEST FLOOR PLAN
- A-7 NORTHWEST FLOOR PLAN
- A-8 SECTION
- A-9 ROOF PLAN
- A-10 ROOF FRAMING PLAN, ROOF DETAILS
- A-10.1 STRUCTURAL NOTES & DETAILS
- A-11 NORTHWEST, NORTH, SOUTH ELEVATIONS
- A-12 SOUTHWEST, SOUTHEAST, NORTHEAST ELEVATIONS
- A-13 INTERIOR ELEVATIONS: WORK ROOM, HALLWAY, ENTRY FOYER

- A-14 INTERIOR ELEVATIONS: RESEARCH, CURATOR, STORAGE, RESTROOM, GIFT SHOP
- A-15 INTERIOR ELEVATIONS: MEN & WOMEN RESTROOMS, EXHIBIT SPACE
- A-16 INTERIOR ELEVATIONS: KITCHEN, COAT ROOM, JANITORIAL, STORAGE, MEETING ROOMS
- A-17 DOOR SCHEDULE, ROOM FINISHES
- A-18 LANDSCAPE PLAN, PAVING PLAN, CURB DETAILS
- FP-1 UNDERFLOOR PIPING PLAN
- FP-2 CEILING & ATTIC PIPING PLAN
- FP-3 SPRINKLER REFLECTED CEILING PLAN
- FP-4 SPRINKLER SECTIONS
- E-1 ELECTRICAL POWER PLAN, LEGEND
- E-2 ELECTRICAL LIGHTING PLAN
- E-3 ELECTRICAL SINGLE LINE DIAGRAM, PANEL SCHEDULE, NOTES
- M-1 MECHANICAL PLAN

REVISIONS	BY

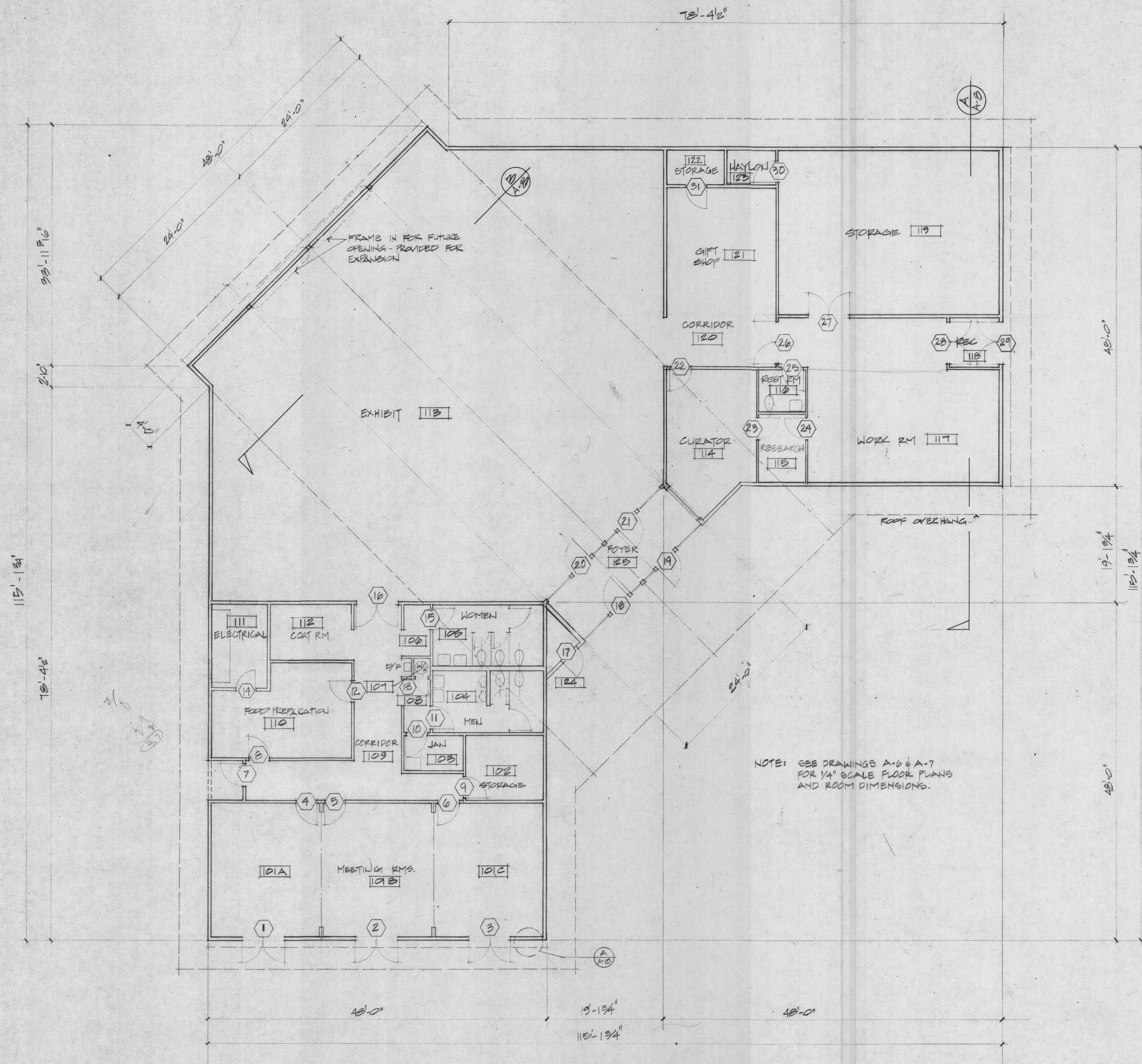
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DRAWN
 CHECKED
 DATE FEB 5 1985
 SCALE
 JOB No.

SHEET

A-1

OF SHEETS



FLOOR PLAN
1" = 8'

BUILDING AREA		
ROOM NO.	DESCRIPTION	FLOOR AREA
PUBLIC		
101 A	MEETING ROOM	320.0
101 B	"	320.0
101 C	"	320.0
104	MEN'S ROOM	49.0
105	WOMEN'S ROOM	150.5
106	WOMEN'S ALCOVE	35.0
107	WATER HEATER	7.4
108	MEN'S ALCOVE	33.2
109	CORRIDOR	308.8
110	FOOD PREP	285.5
115	EXHIBIT SPACE	3098.3
121	GIFT SHOP	291.4
25	FOYER	108.0
	TOTAL PUBLIC	5397.9
SERVICE		
102	STORAGE	114.7
103	JANITORIAL	47.5
111	ELECTRICAL	91.6
112	COAT ROOM	94.5
114	CURATOR	247.1
115	RESEARCH	608.1
116	REST ROOM	51.1
117	WORK ROOM	648.9
118	RECEIVING	54.0
119	STORAGE	770.5
120	CORRIDOR	110.9
122	STORAGE	39.0
123	HAYLOU	44.1
124	FIRE PROTECTION	24.5
	TOTAL SERVICE	2407.6
	TOTAL BUILDING AREA	7805.5

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SOUTH MAIN STREET
UKIAH, CALIFORNIA

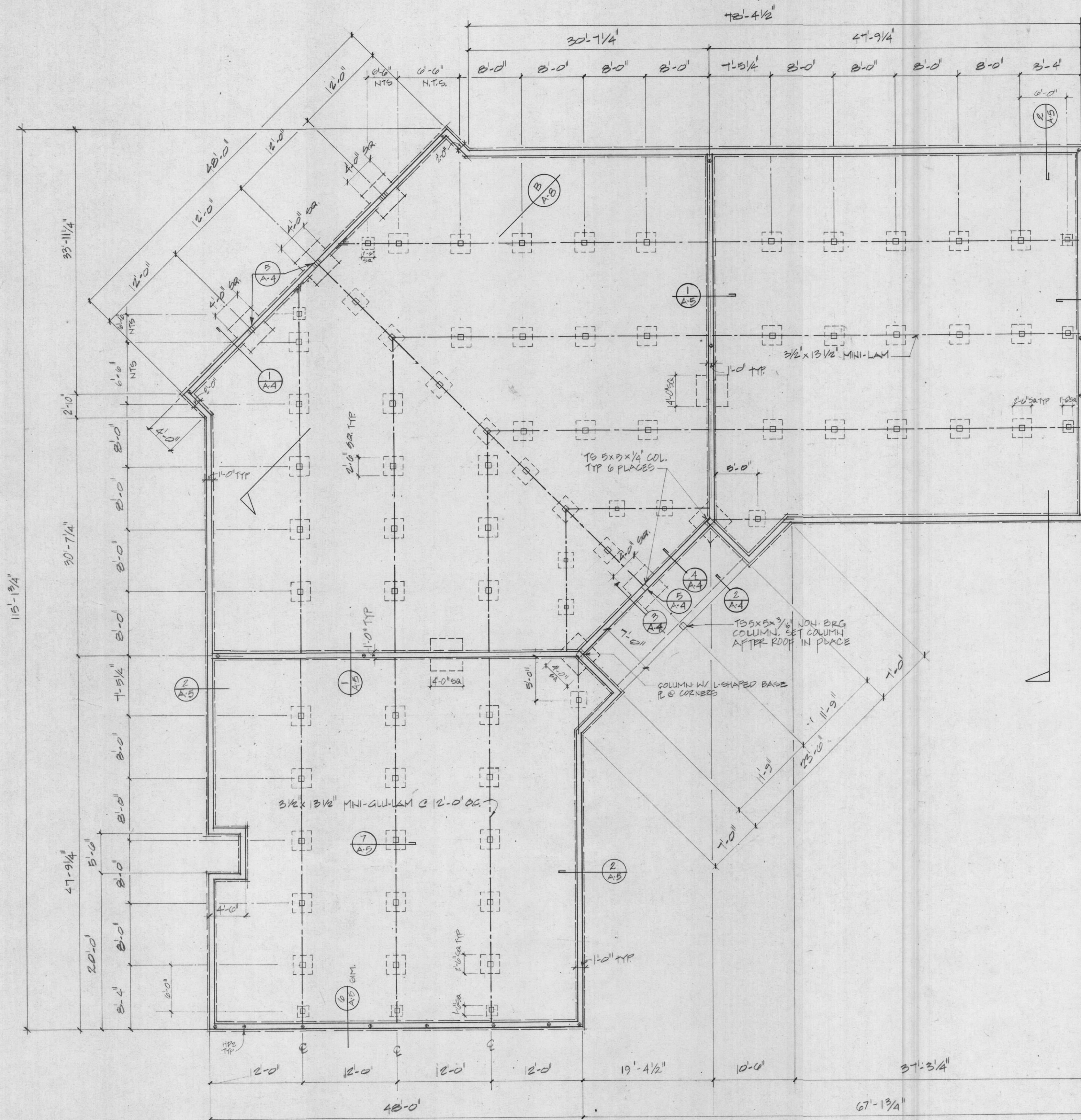
FLOOR PLAN

DRAWN
CHECKED
DATE FEB 5 1985
SCALE AS NOTED
JOB No.

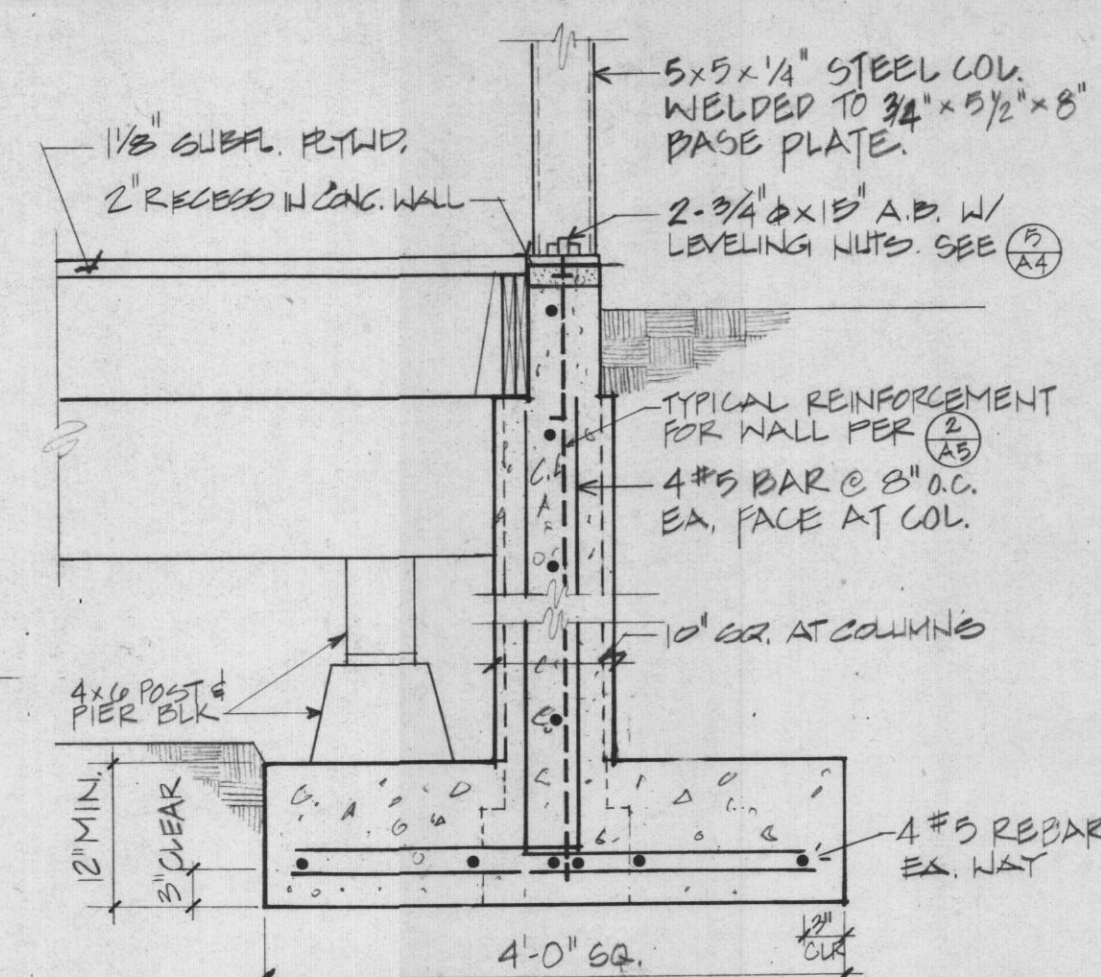
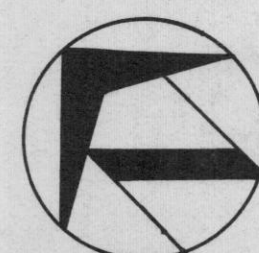
SHEET

A-3

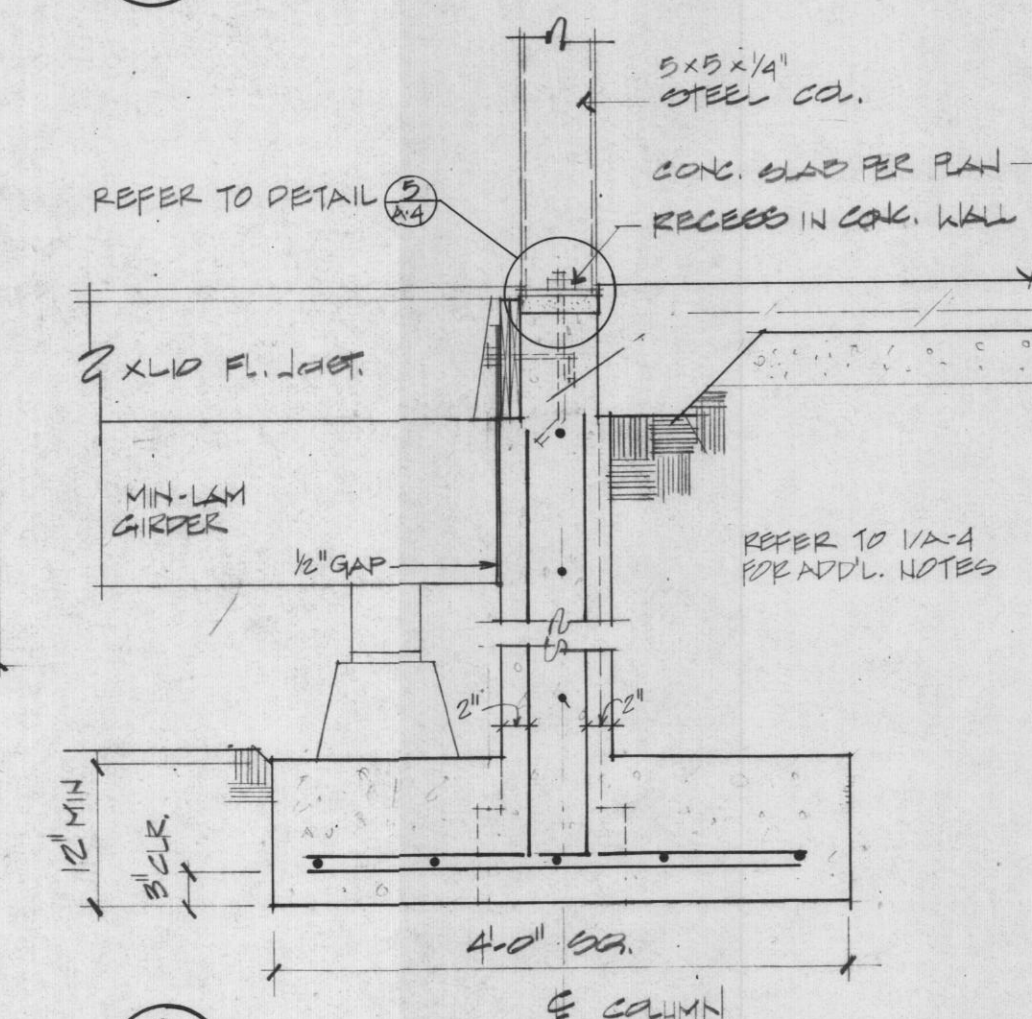
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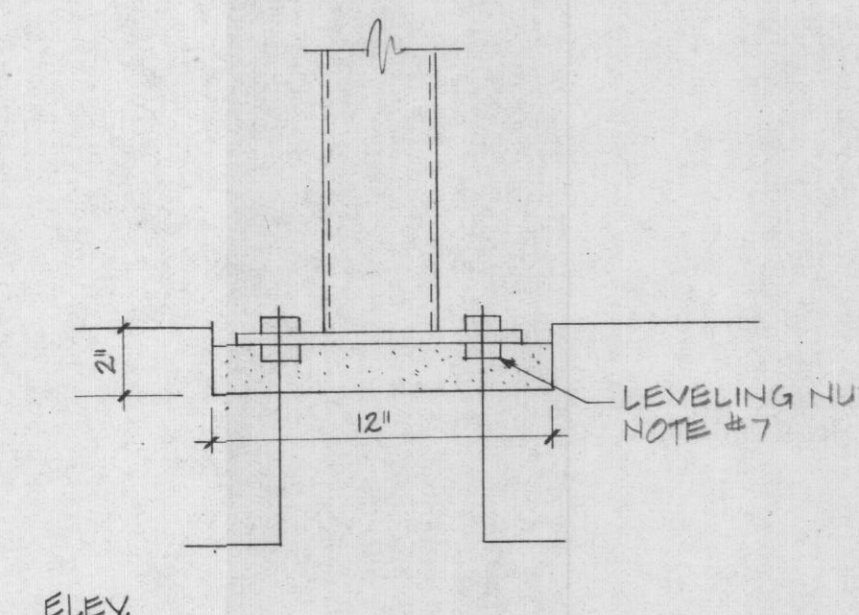
FOUNDATION PLAN
1/8" = 1'-0"



1
A-4 SCALE: 3/4" = 1'-0"

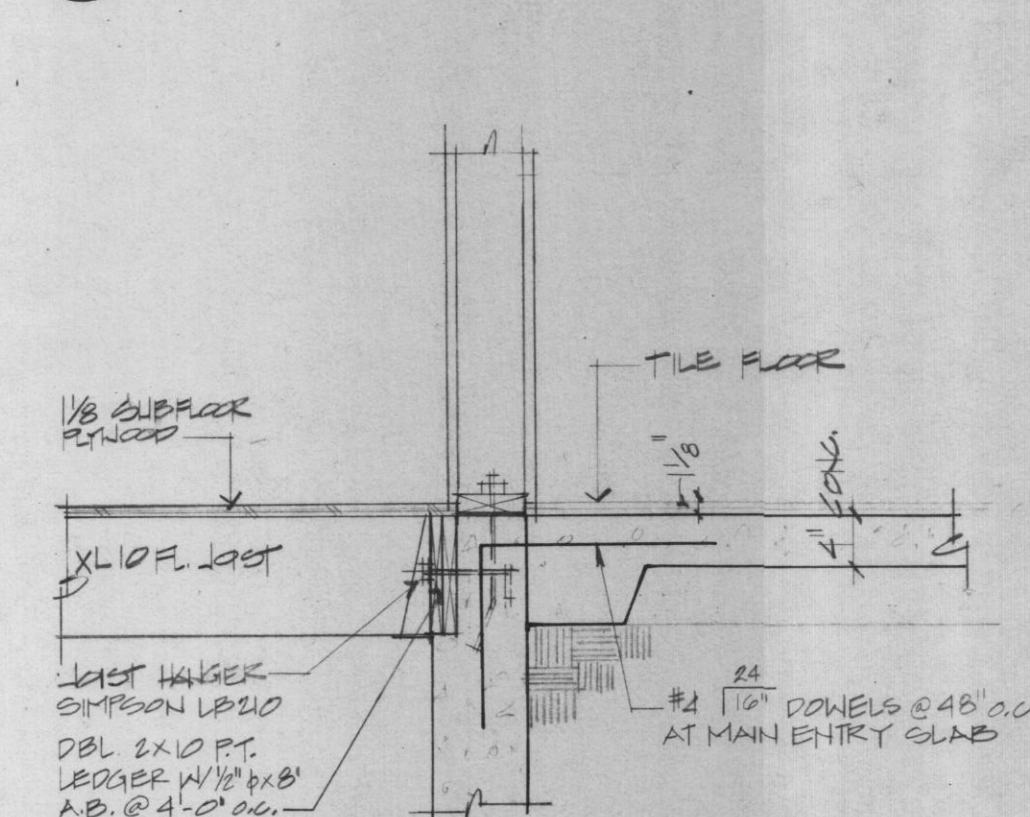


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A-4 SCALE: 3/4" = 1'-0"

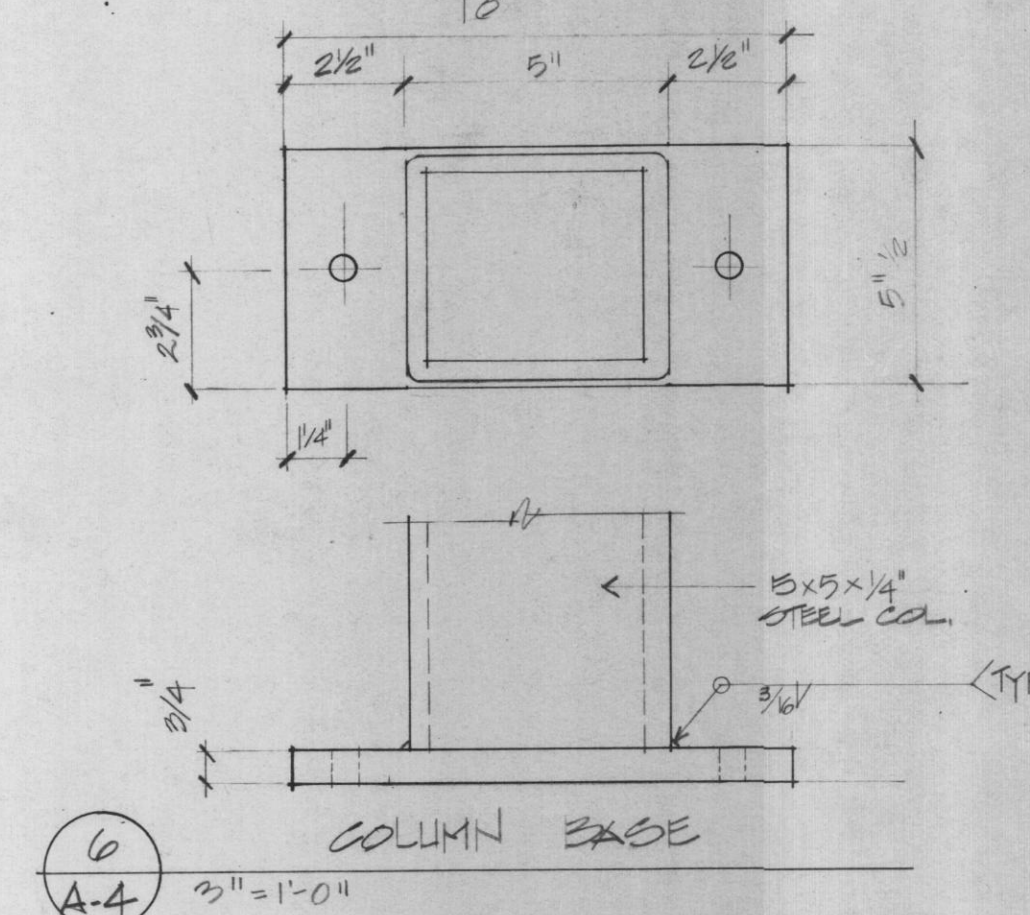


3
A-4 N.T.S.

2
A-4 COLUMN ON EXTERIOR SLAB
SCALE: 3/4" = 1'-0"



4
A-4 SCALE: 3/4" = 1'-0"



5
A-4 SCALE: 3/4" = 1'-0"

FOUNDATION NOTES

- REFER TO SHEET A-101 FOR GENERAL NOTES AND DETAILS OF CONSTRUCTION
- CONCRETE SLABS TO BE 4" THICK WITH 6X6 W.I.4 X W.I.4 W.I.F. AT E.OF SLAB, OVER 2" SAND, OVER MOISTURE BARRIER, OVER 4" MIN. BASE ROCK.
- BOTTOM ALL FOOTINGS AT 12" MINIMUM BELOW LOWEST ADJACENT SURFACE
- DIMENSIONS ARE TO FACE OF CONCRETE (F.O.C.) OR FACE OF STUD (F.O.S.) OR CENTER LINE AS INDICATED.
- S.W. ◊ INDICATES SHEAR WALL. REFER TO SCHEDULE ON SHEET D
- H.P. # INDICATES TIE DOWN ON DOUBLE OR STUD REFER TO SHEET A-101 FOR DETAILING
- ALL STEEL COLUMN SHALL HAVE BASE PLATES AS DETAIL AND SHALL BE SET ON ANCHOR BOLTS WITH LEVELING NUTS GROUT FULLY BENEATH BEARING PLATE.
- ALL STEEL COLUMN WITHIN STUD WALLS SHALL BE TRIMMED WITH 2X STUD EACH SIDE WITH 3/8" & 3/4" THRU BOLTS OR STUD BOLTS AT 4'-0" O.C. MAX UNLESS NOTED OR DETAIL OTHERWISE.
- ALL GRADING AND SITE WORK TO CONFORM TO SOILS REPORT

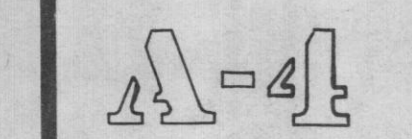
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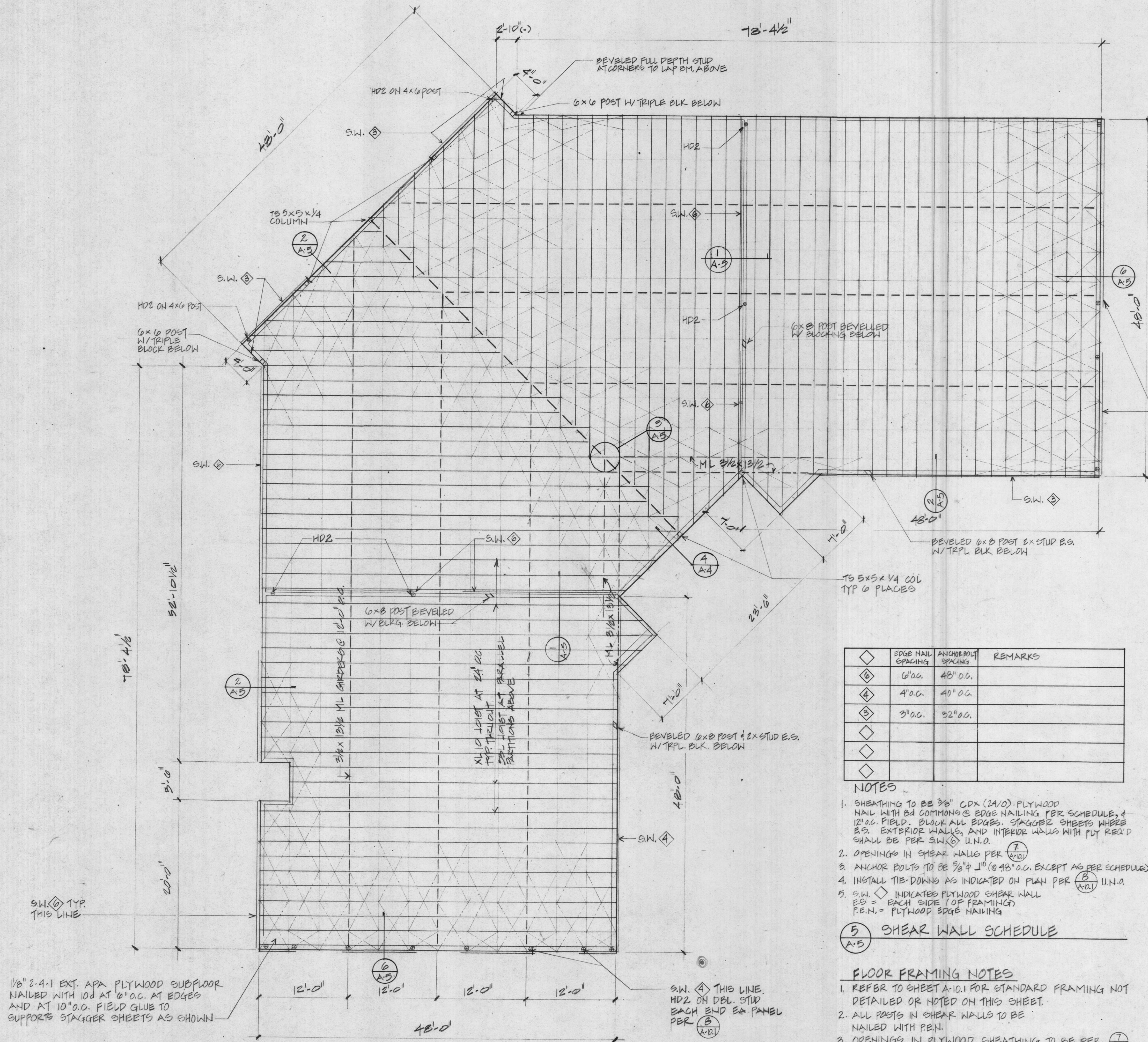
FOUNDATION PLAN

DRAWN
CHECKED
DATE FEB 5 1985
SCALE AS NOTED
JOB No.

SHEET



OF SHEETS



FLOOR FRAMING PLAN
1/8" = 1'-0"

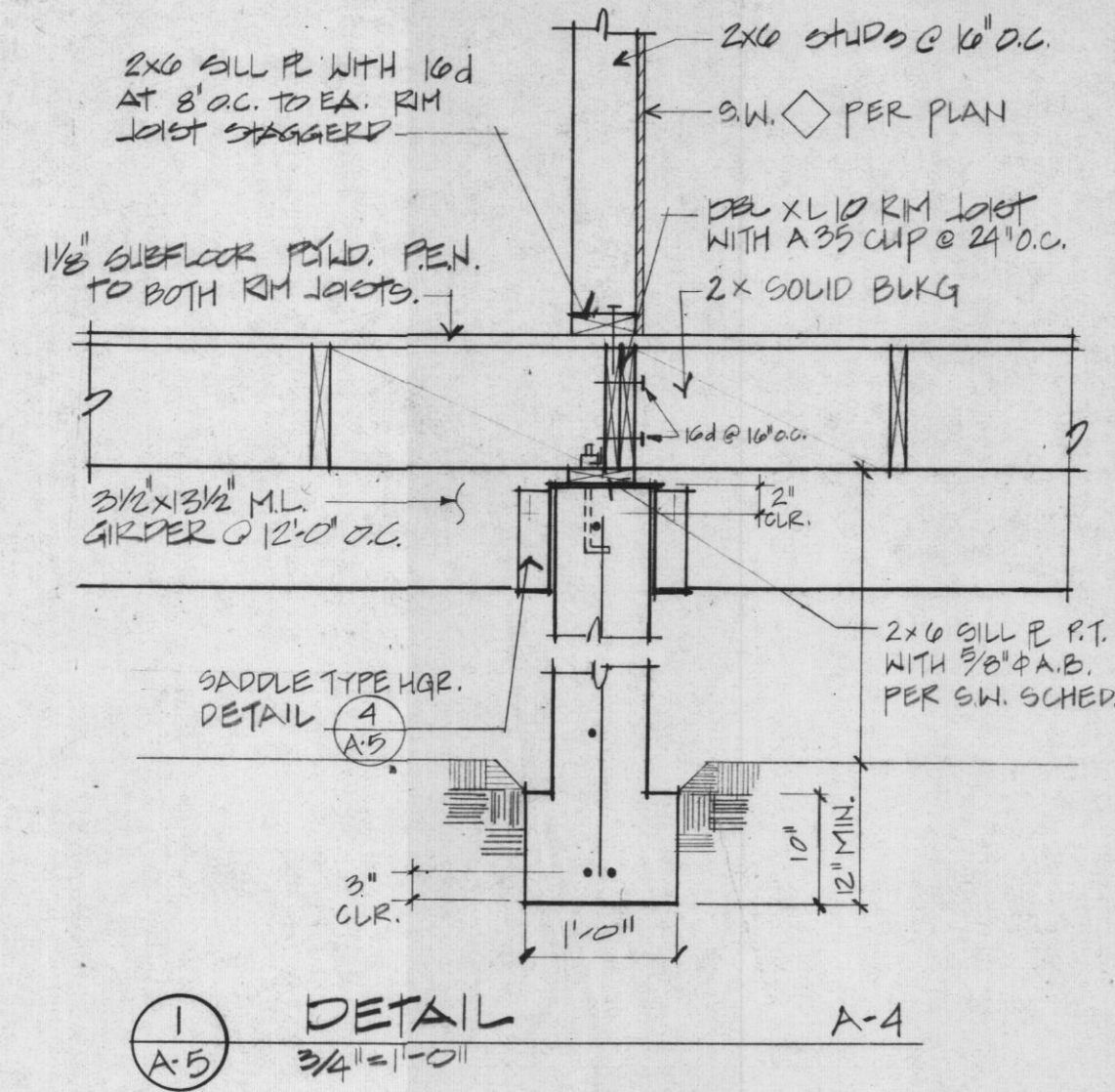
EDGE NAIL SPACING	ANCHOR BOLT SPACING	REMARKS
6" O.C.	48" O.C.	
4" O.C.	40" O.C.	
3" O.C.	32" O.C.	

- NOTES**
1. SHEATHING TO BE 3/8" CDX (24'0") PLYWOOD NAILED WITH 8d COMMONS @ EDGE NAILING PER SCHEDULE, 12" O.C. FIELD. BLOCK ALL EDGES. STAGGER SHEETS WHERE E.S. EXTERIOR WALLS, AND INTERIOR WALLS WITH PUT RES'D SHALL BE PER S.W. (6) U.N.O.
 2. OPENINGS IN SHEAR WALLS PER (7) U.N.O.
 3. ANCHOR BOLTS TO BE 3/8" x 10" @ 48" O.C. EXCEPT AS PER SCHEDULE.
 4. INSTALL TIE-DOWNS AS INDICATED ON PLAN PER (8) U.N.O.
 5. S.W. (4) INDICATES PLYWOOD SHEAR WALL E.S. = EACH SIDE (TOP FRAMING) P.E.N. = PLYWOOD EDGE NAILING

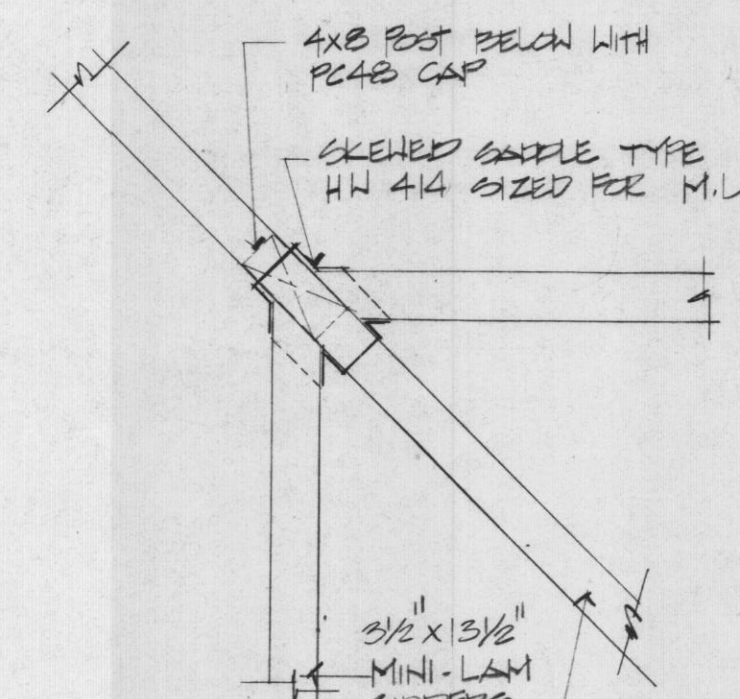
(5) SHEAR WALL SCHEDULE
1/8" = 1'-0"

FLOOR FRAMING NOTES

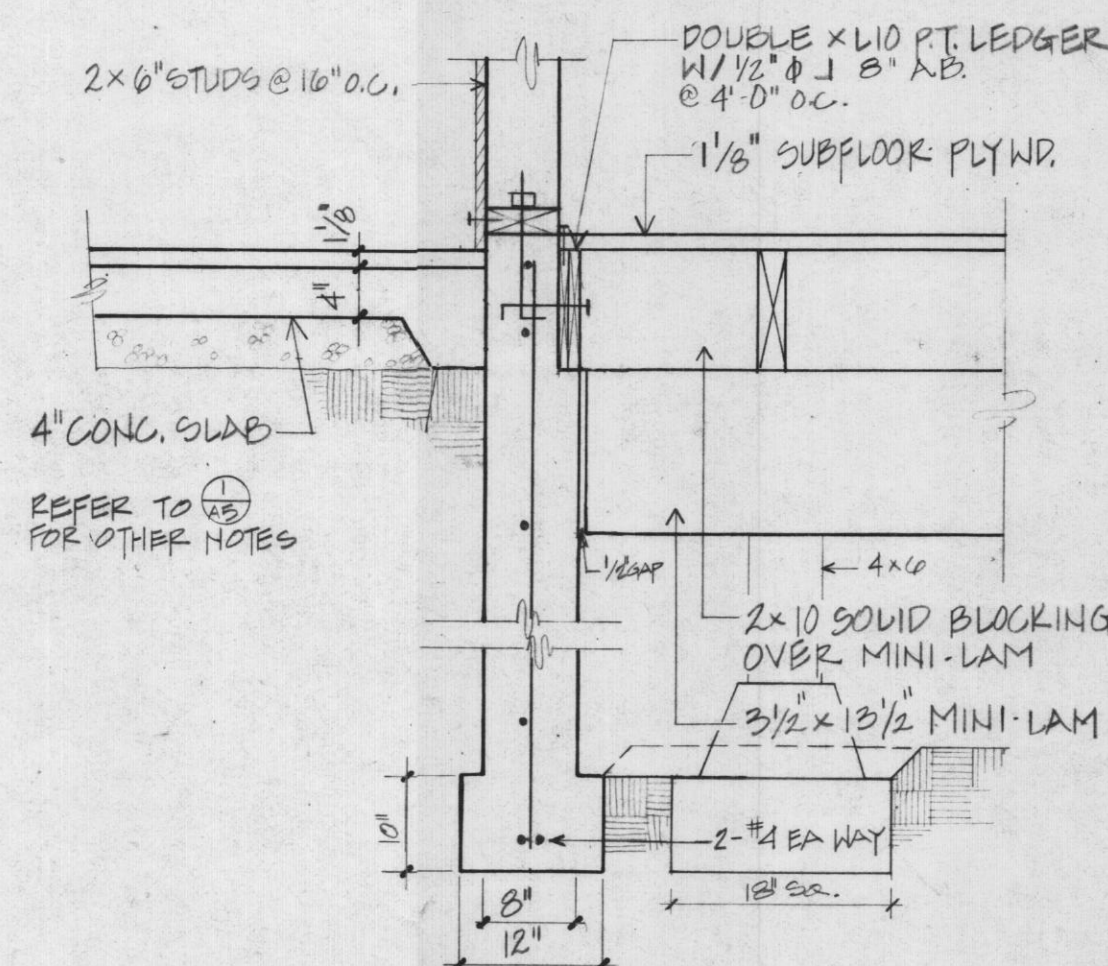
1. REFER TO SHEET A-10.1 FOR STANDARD FRAMING NOT DETAILED OR NOTED ON THIS SHEET.
2. ALL JOISTS IN SHEAR WALLS TO BE NAILED WITH PEN.
3. OPENINGS IN PLYWOOD SHEATHING TO BE PER (7) U.N.O.
4. SHEAR WALLS (S.W. (4)) ARE FOUNDATION TO ROOF U.N.O. REFER TO SCHEDULE ON THIS SHEET A-5.
5. FRAMING PLAN SYMMETRICAL EXCEPT AS NOTED OR SHOWN.
6. DOUBLE STUDS WITH TIE-DOWNS TO BE NAILED TOGETHER W/ 2 ROWS OF 10d AT 8" O.C.
7. P.E.N. = PLYWOOD EDGE NAILING AS INDICATED BY SHEAR WALL SCHEDULE OR NOTE FOR APPLICABLE PLAN.
8. DOUBLE JOIST AT PARALLEL PARTITIONS.
9. FLOOR JOISTS TO BE XL10 SELECT STRUCTURAL DOUGLAS FIR WITH LENGTHS OF SPLITS LIMITED TO 3/4 TIMES WIDE FACE.



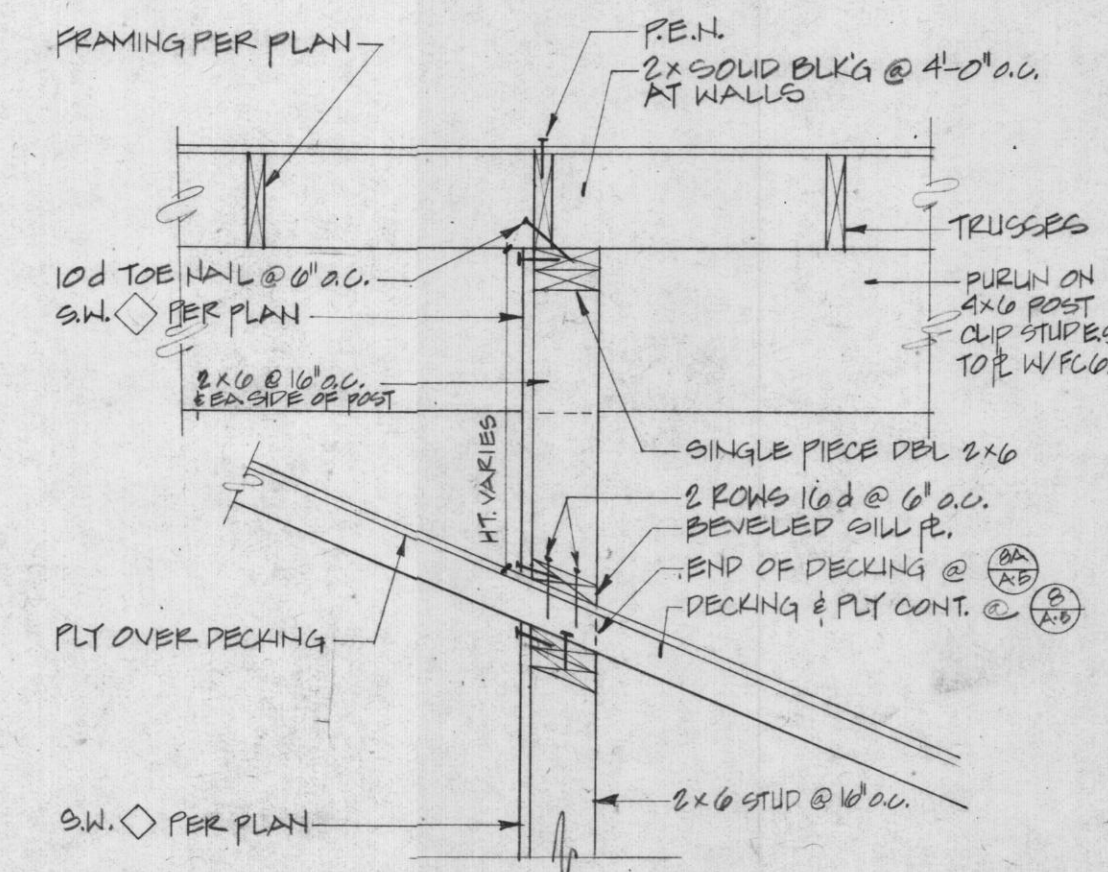
(1) DETAIL A-4
3/4" = 1'-0"



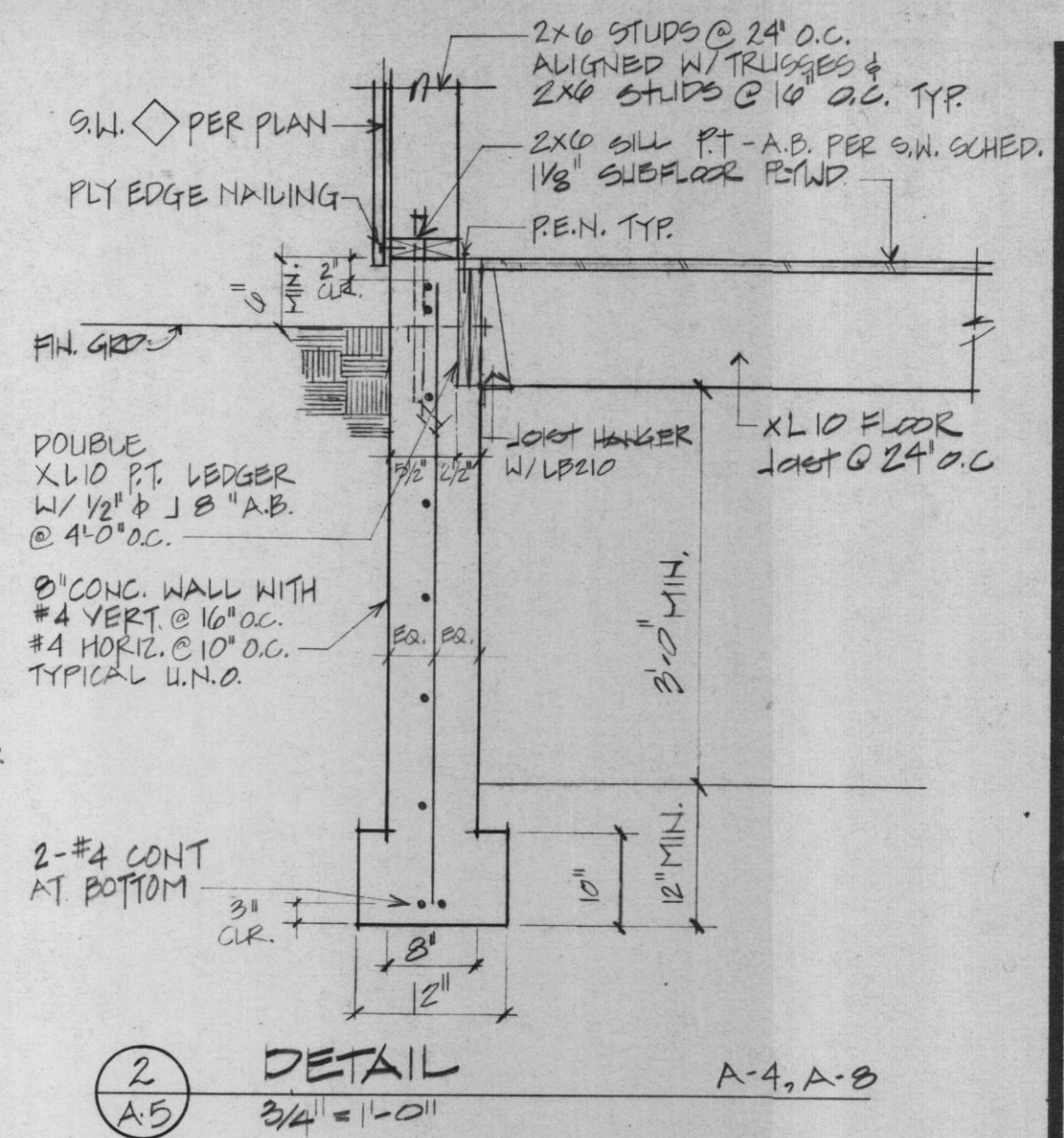
(3) DETAIL A-3
3/4" = 1'-0"



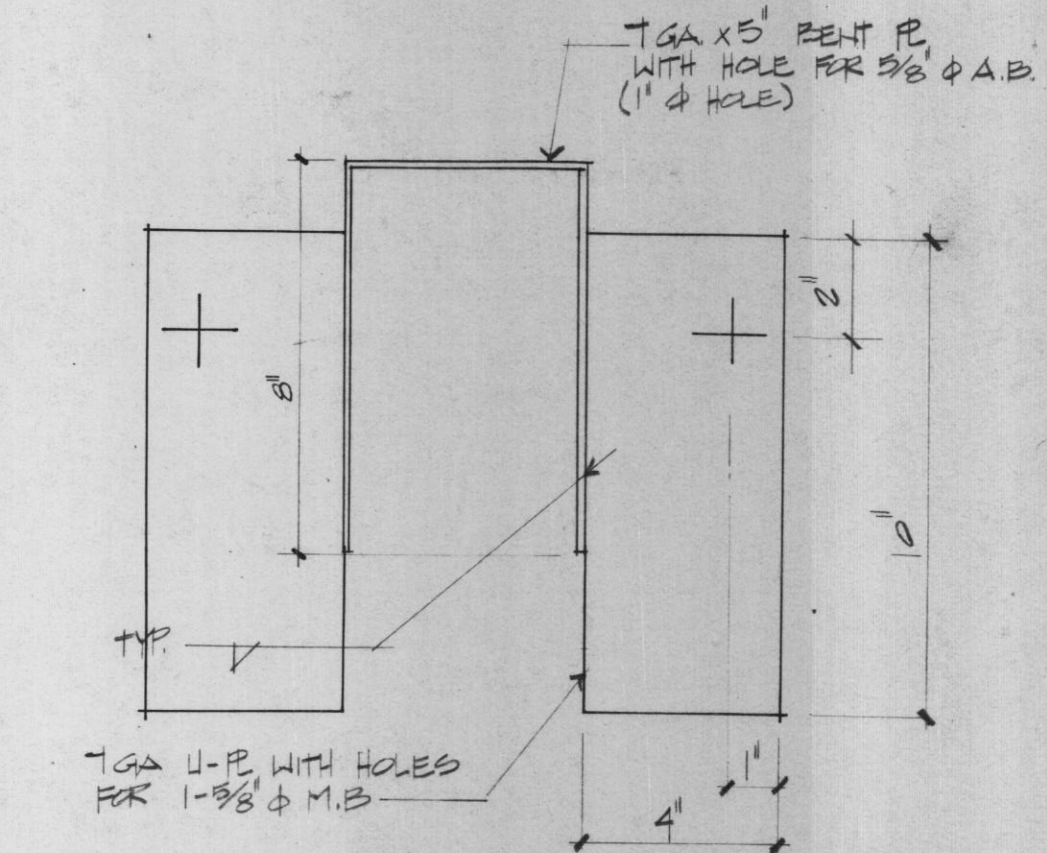
(6) DETAIL A-6
3/4" = 1'-0"



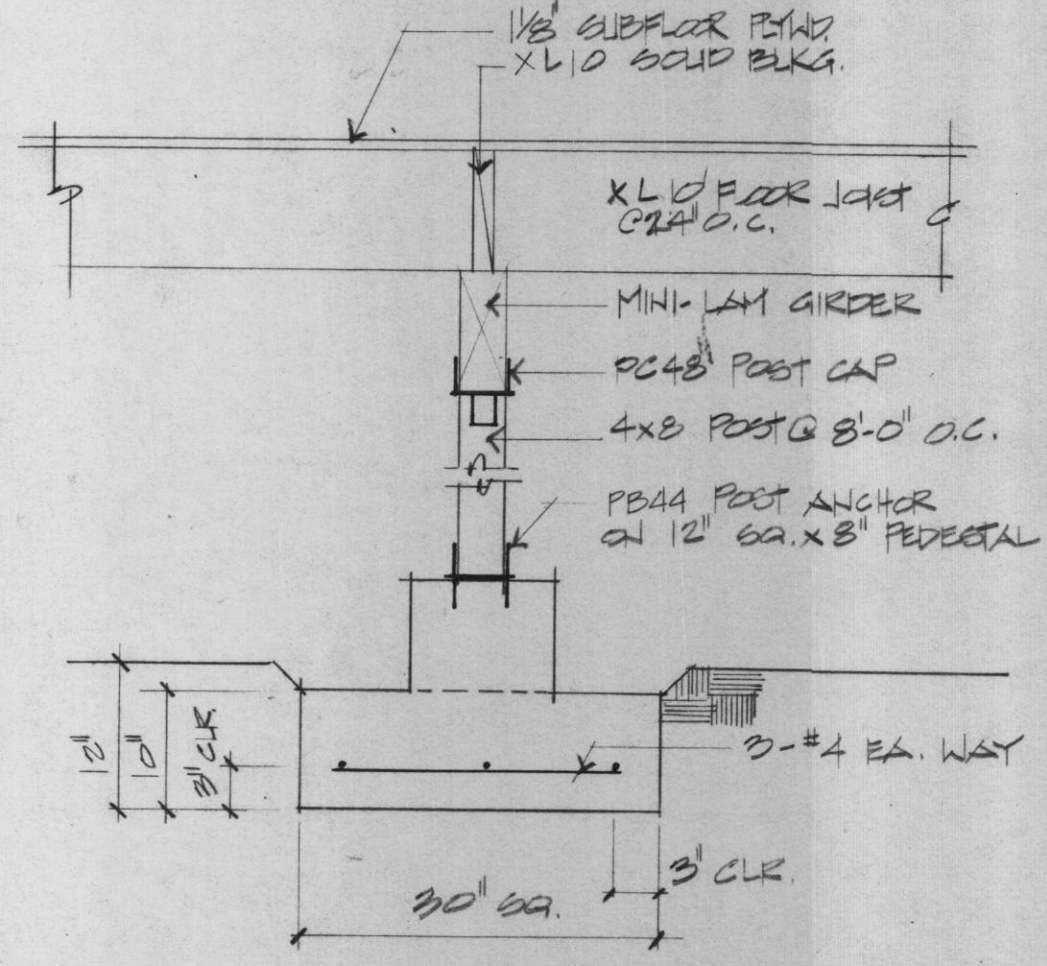
(8) DETAIL A-8
3/4" = 1'-0"



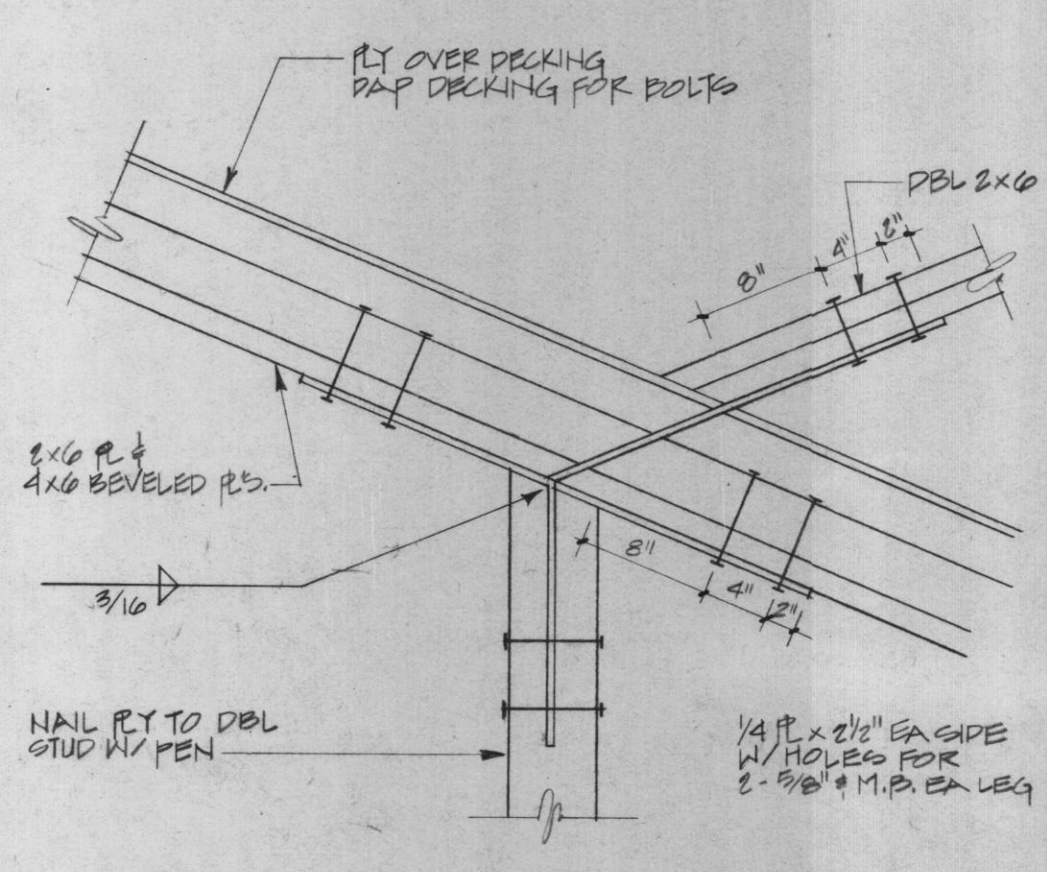
(2) DETAIL A-2
3/4" = 1'-0"



(4) DETAIL A-4
3/4" = 1'-0"



(7) DETAIL A-7
3/4" = 1'-0"



(9) DETAIL A-9
1" = 1'-0"

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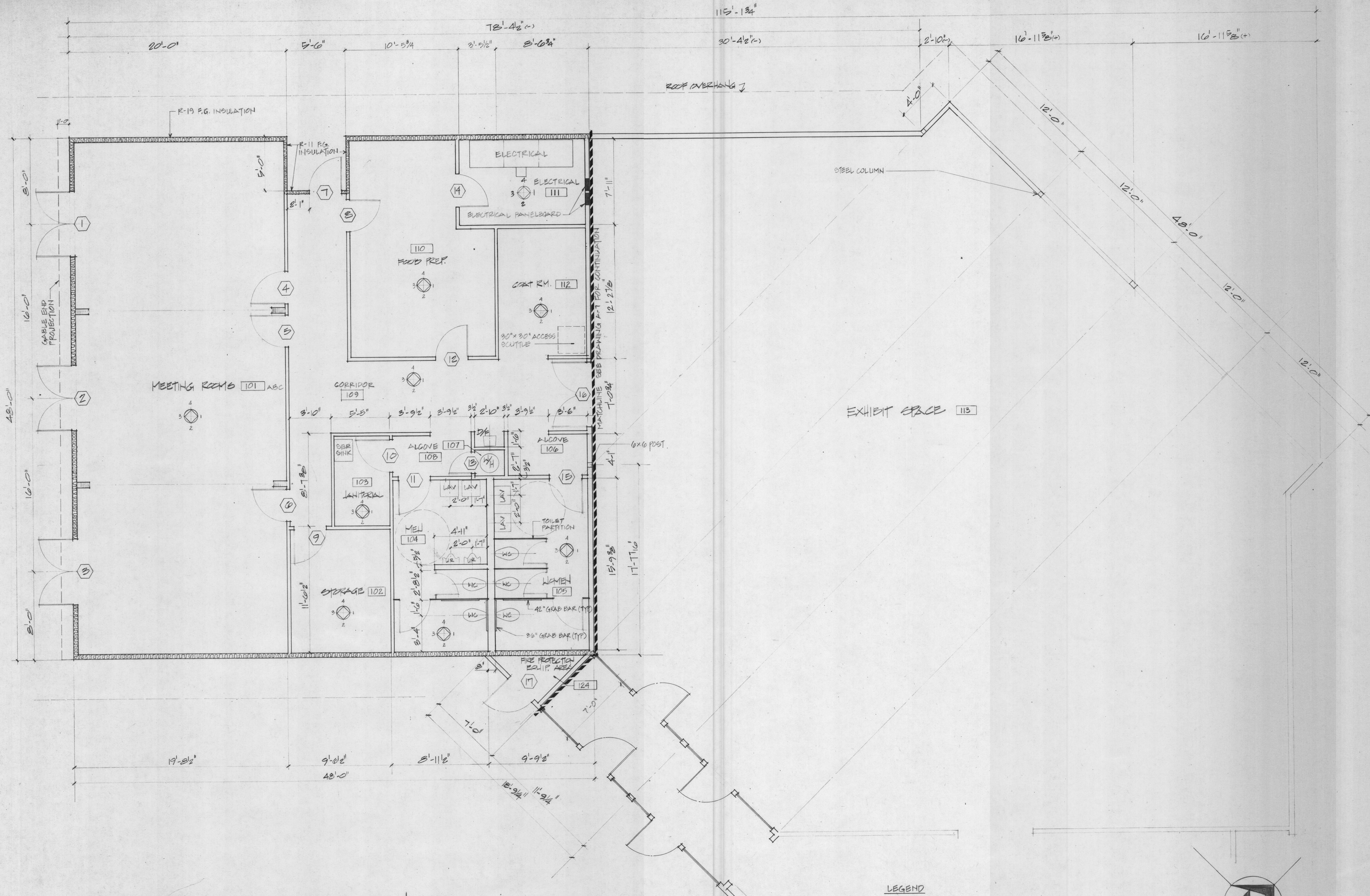
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FLOOR FRAMING, FOUNDATION DETAILS

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CHECKED
DATE FEB 5 1985
SCALE AS NOTED
JOB No.
SHEET
11-5

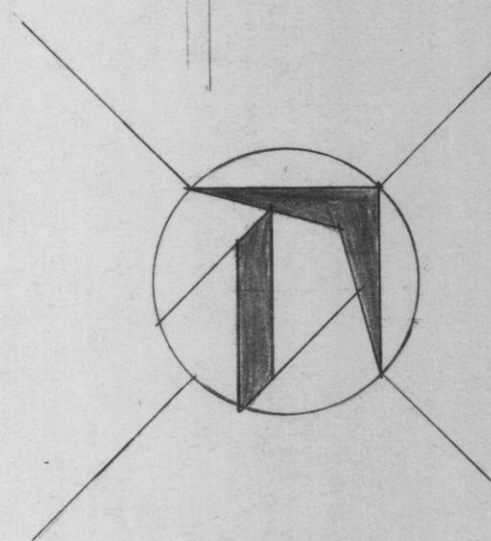
OF SHEETS



SOUTHWEST FLOOR PLAN
 1/4" = 1'-0"

NOTE:
 ALL DIMENSIONS TO
 FACE OF EX FRAMING

- LEGEND**
- 101 ROOM NUMBER
 - 101.1 DOOR NUMBER
 - 101.1.1 WALL ORIENTATION FOR INTERIOR FINISH

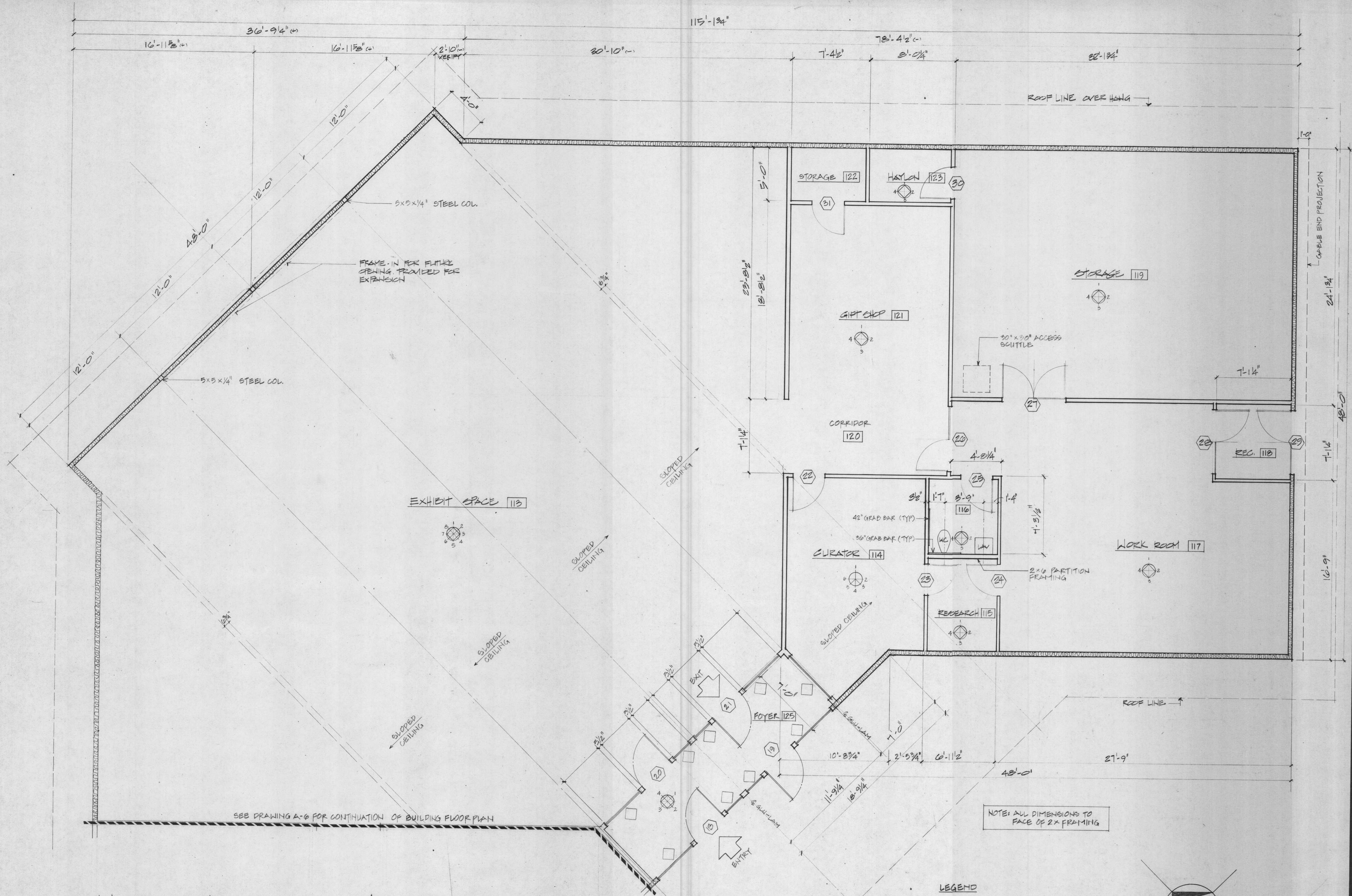


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 SOUTH MAIN STREET
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SOUTHWEST FLOOR PLAN	
DRAWN	
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DATE	FEB 5 1985
SCALE	AS NOTED
JOB No.	
SHEET	
A-6	
OF	SHEETS

10 MAY 84



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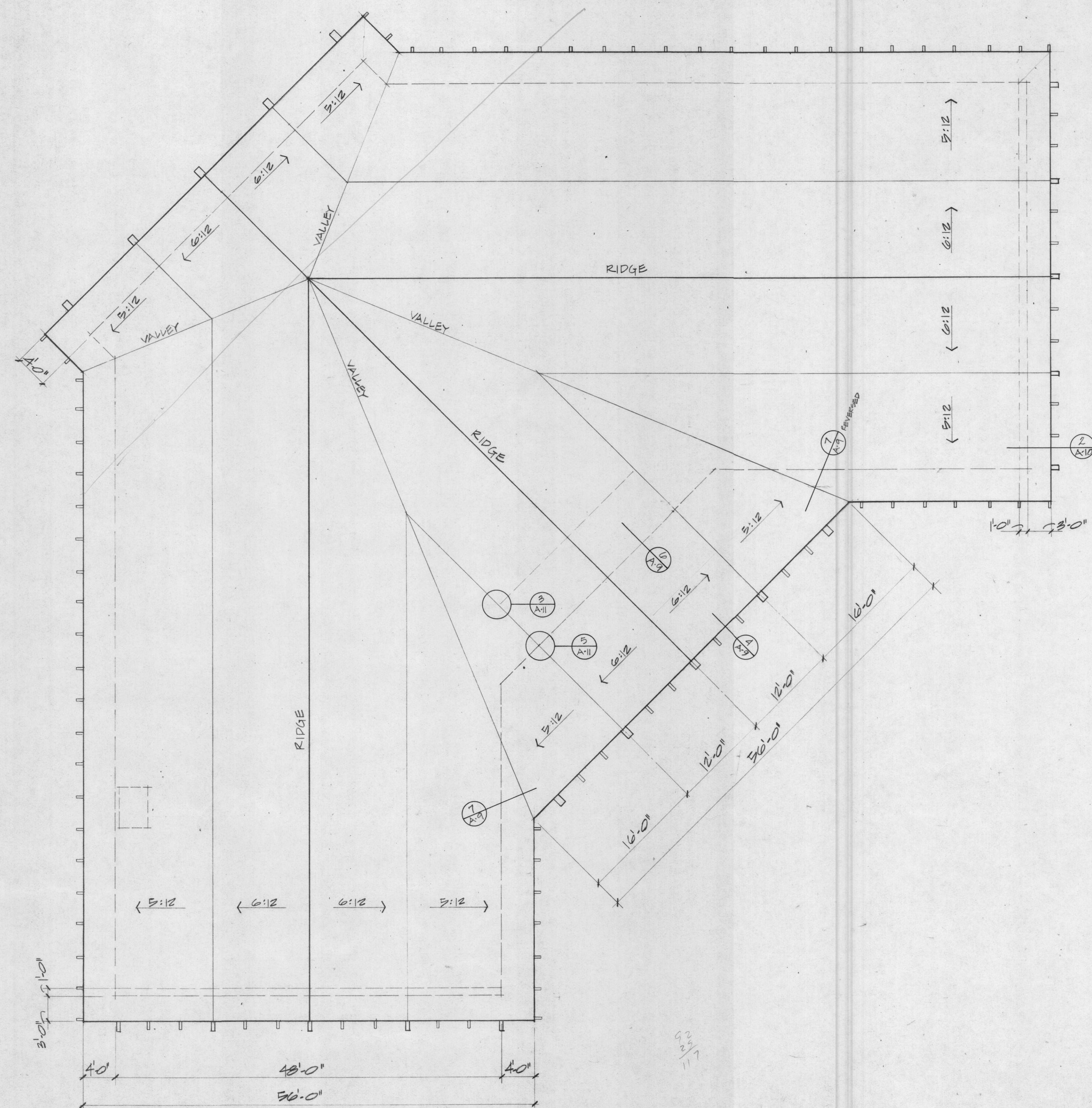
NORTHEAST FLOOR PLAN

DRAWN
 CHECKED
 DATE FEB 5 1985
 SCALE AS NOTED
 JOB No.

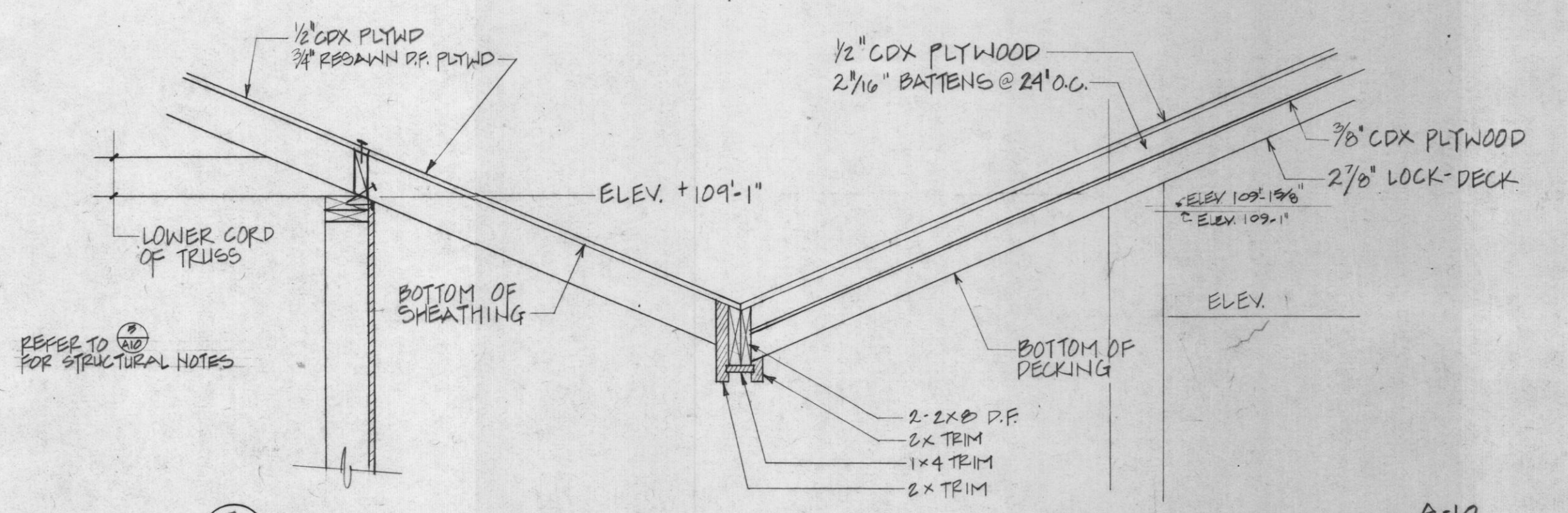
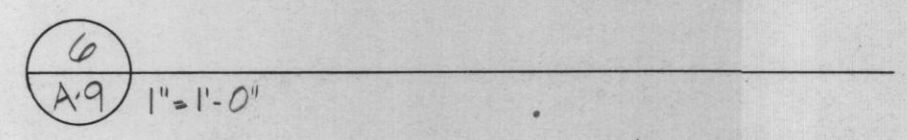
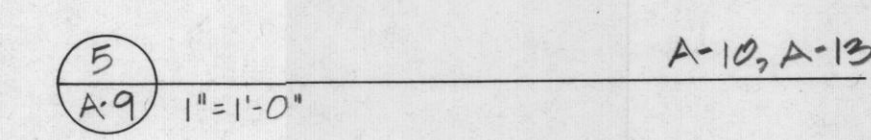
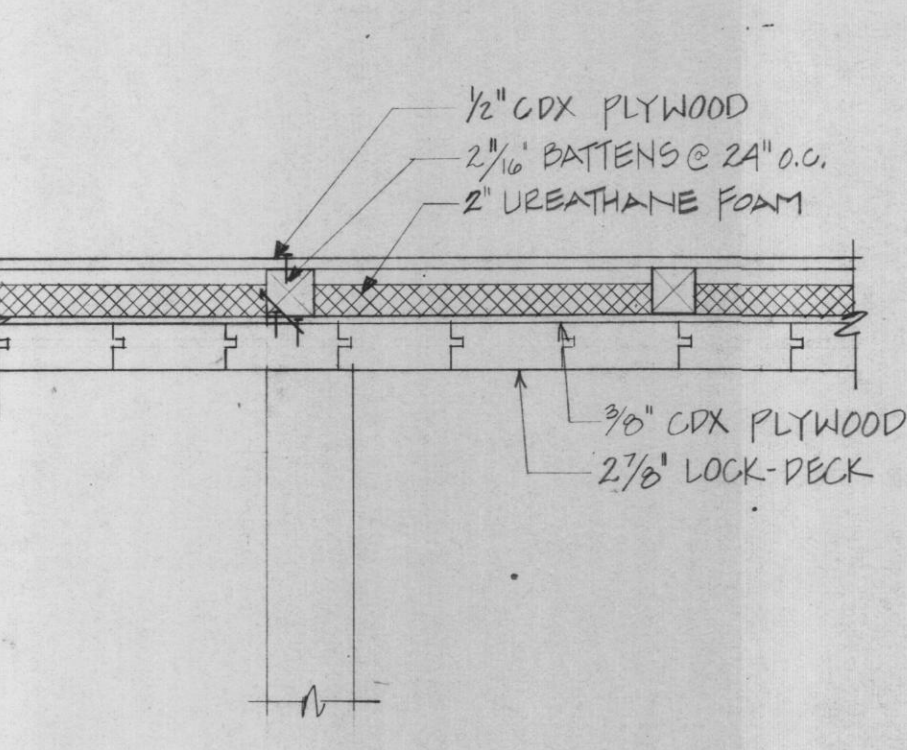
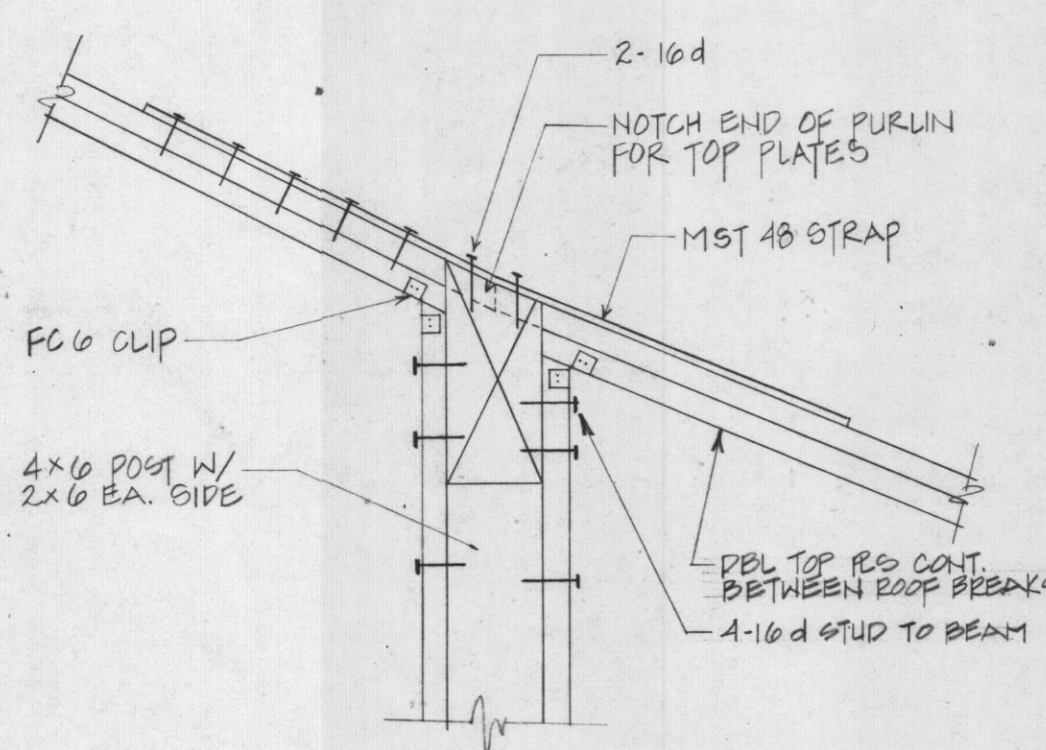
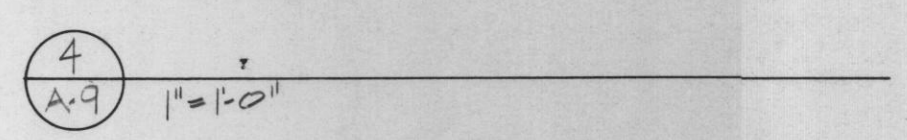
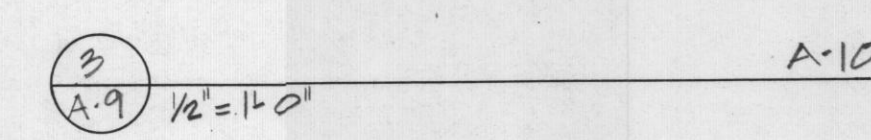
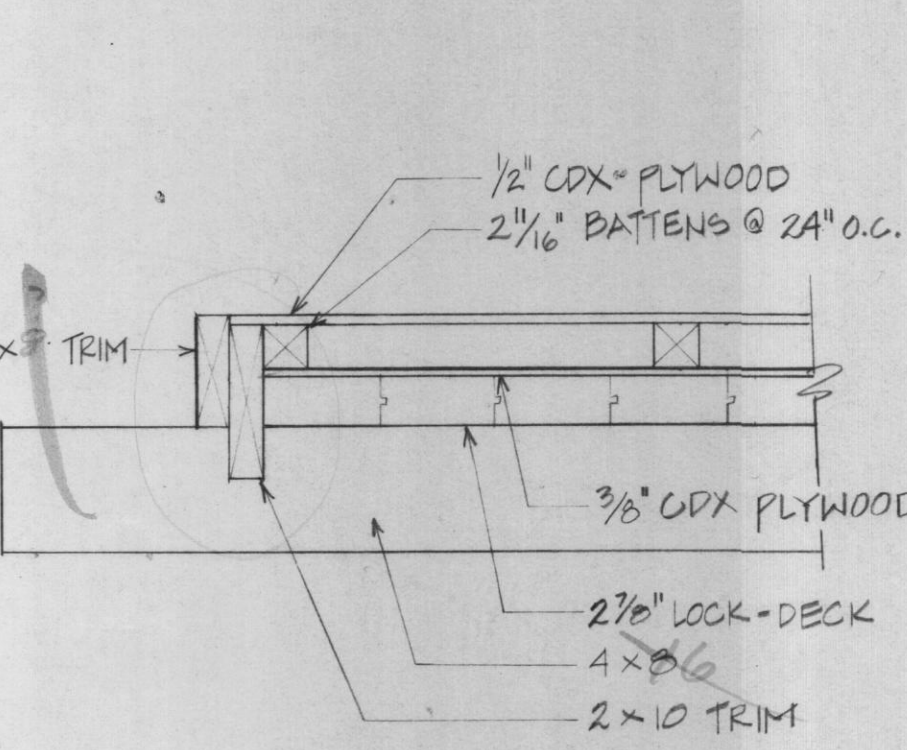
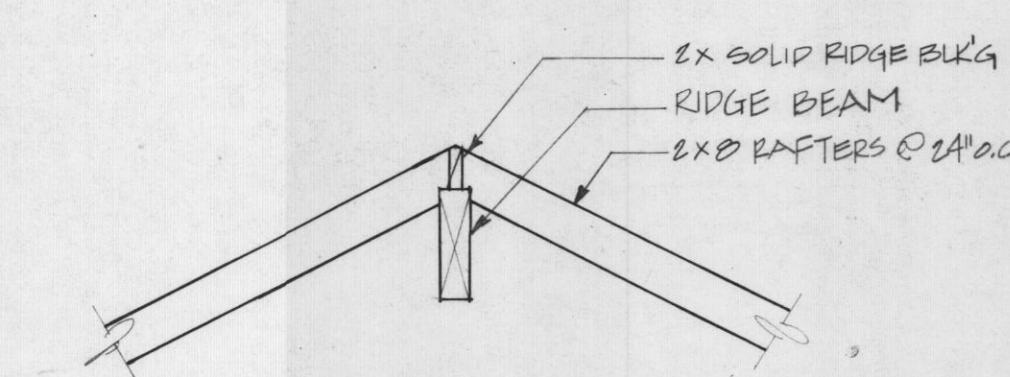
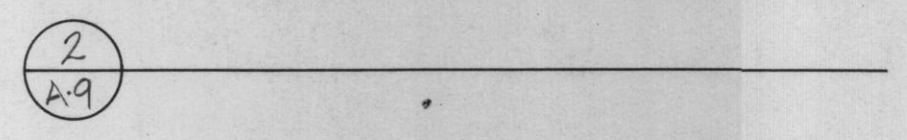
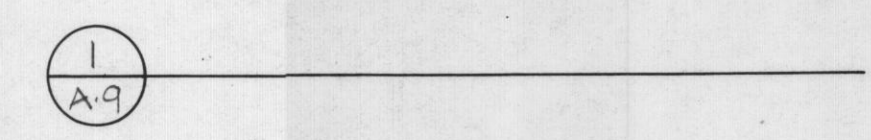
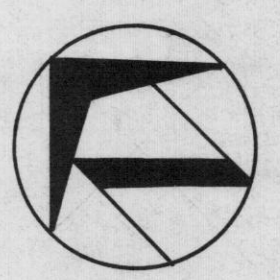
SHEET

A-7

OF SHEETS



ROOF PLAN
1/8" = 1'-0"

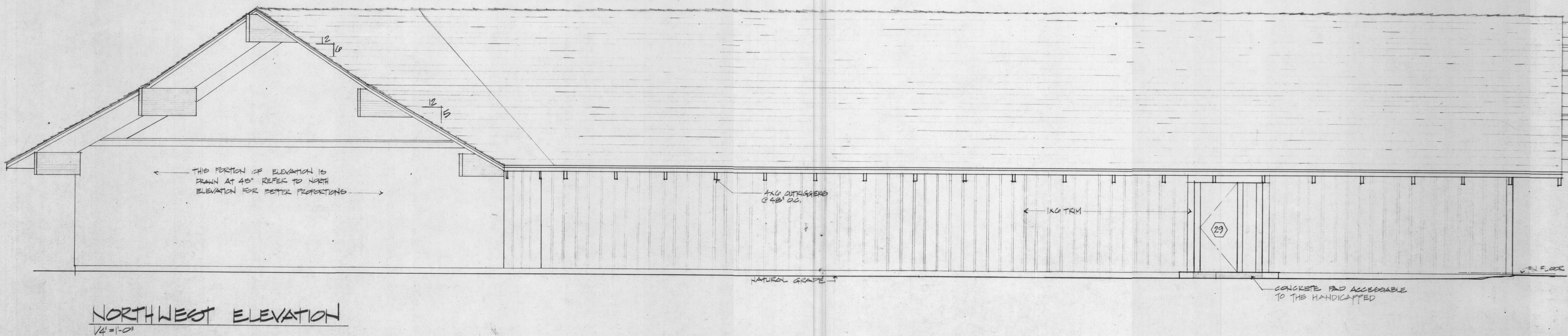
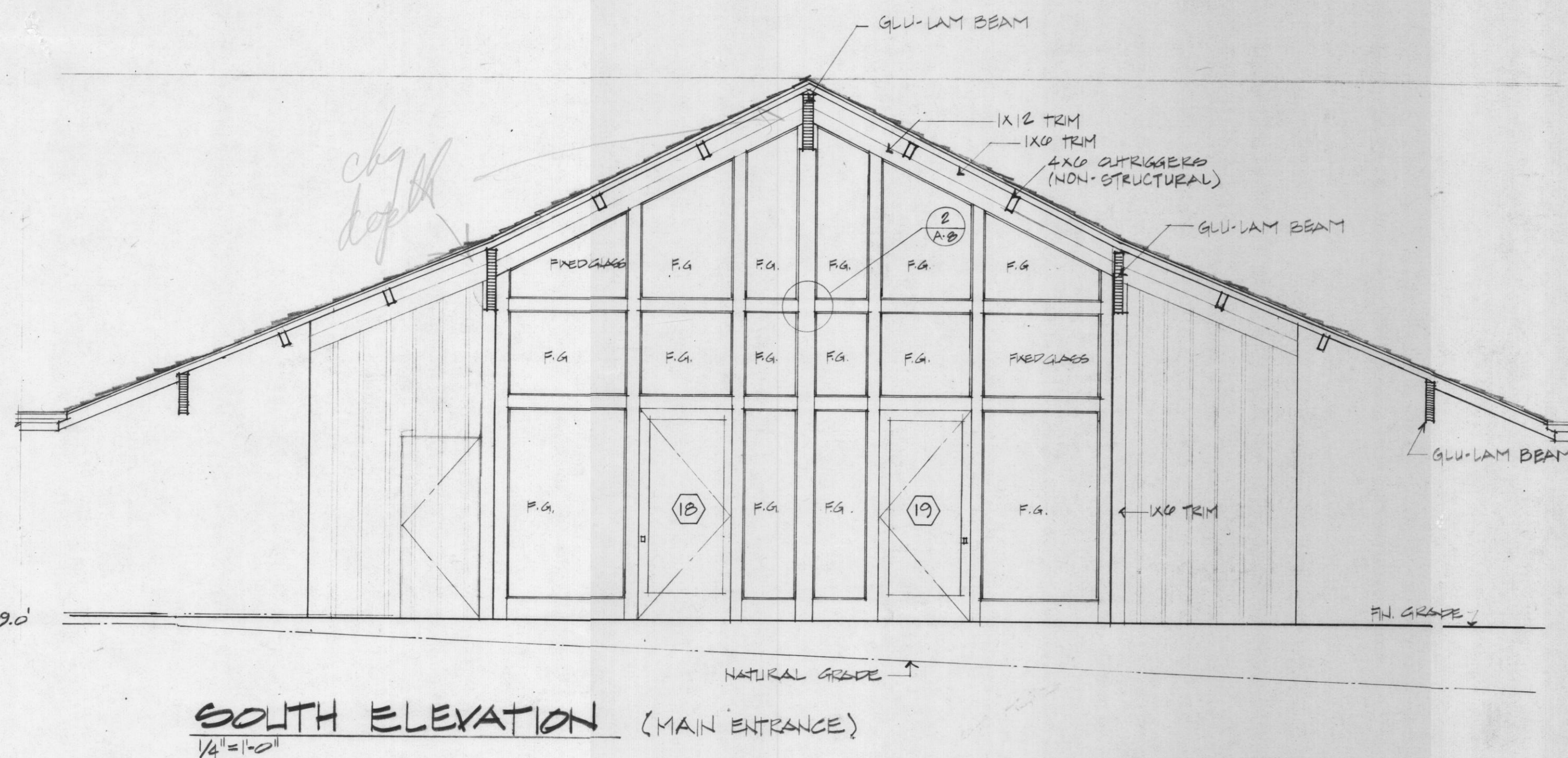
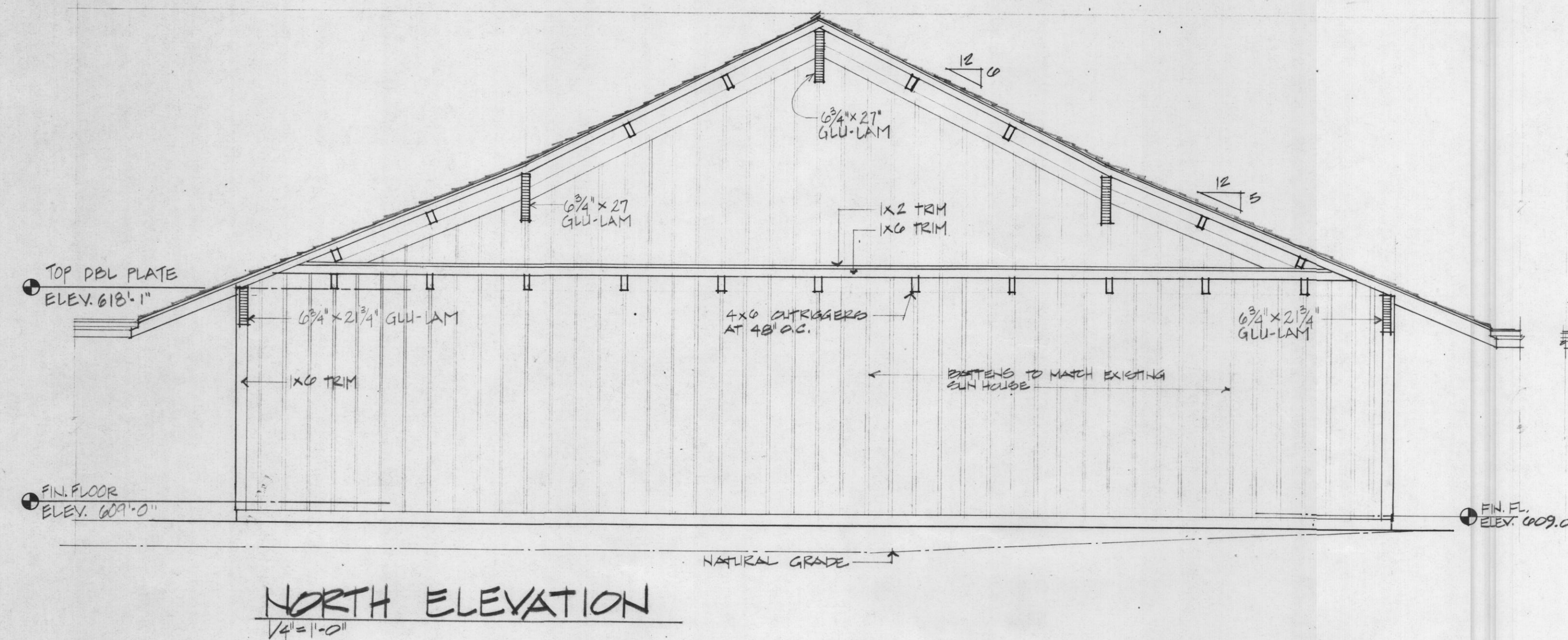
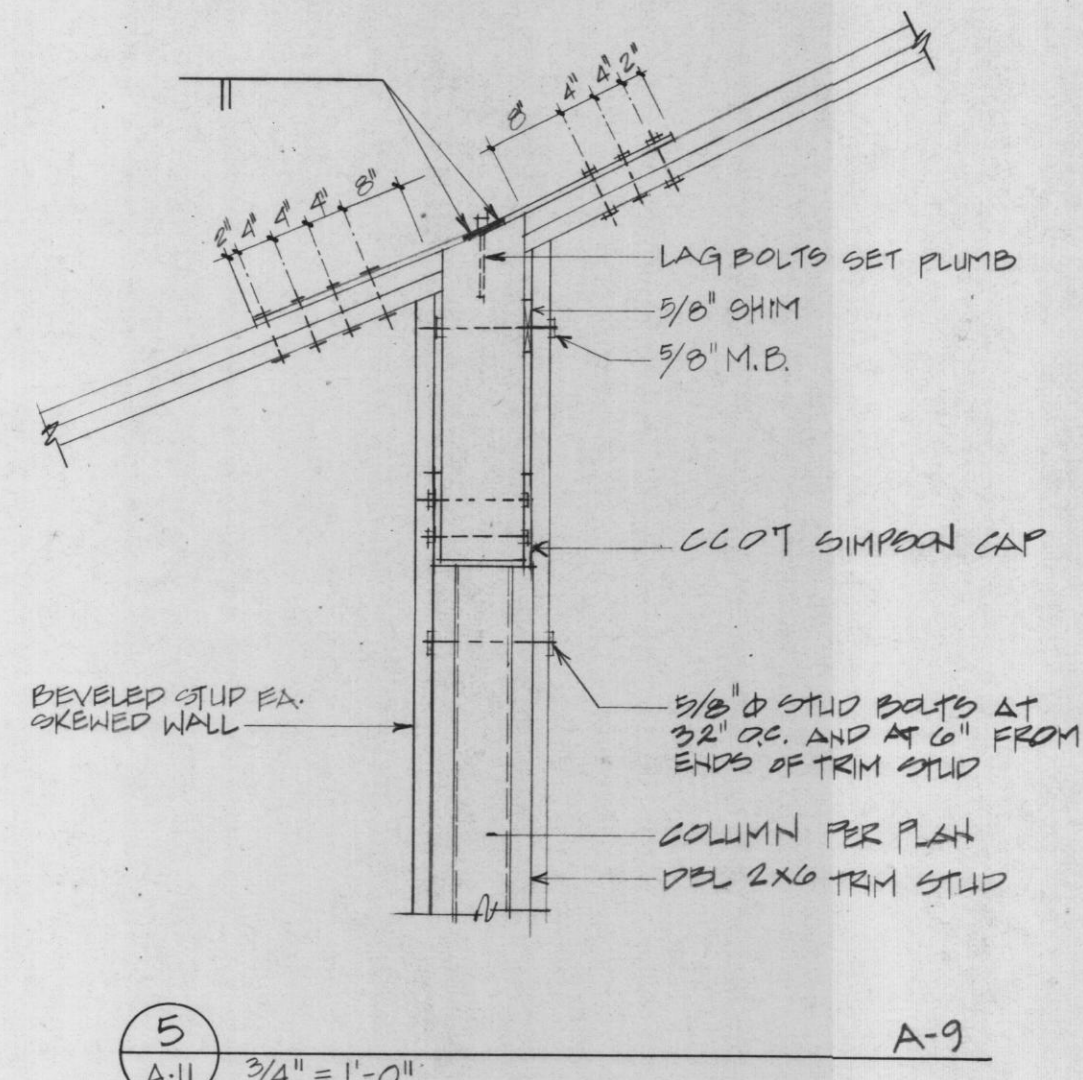
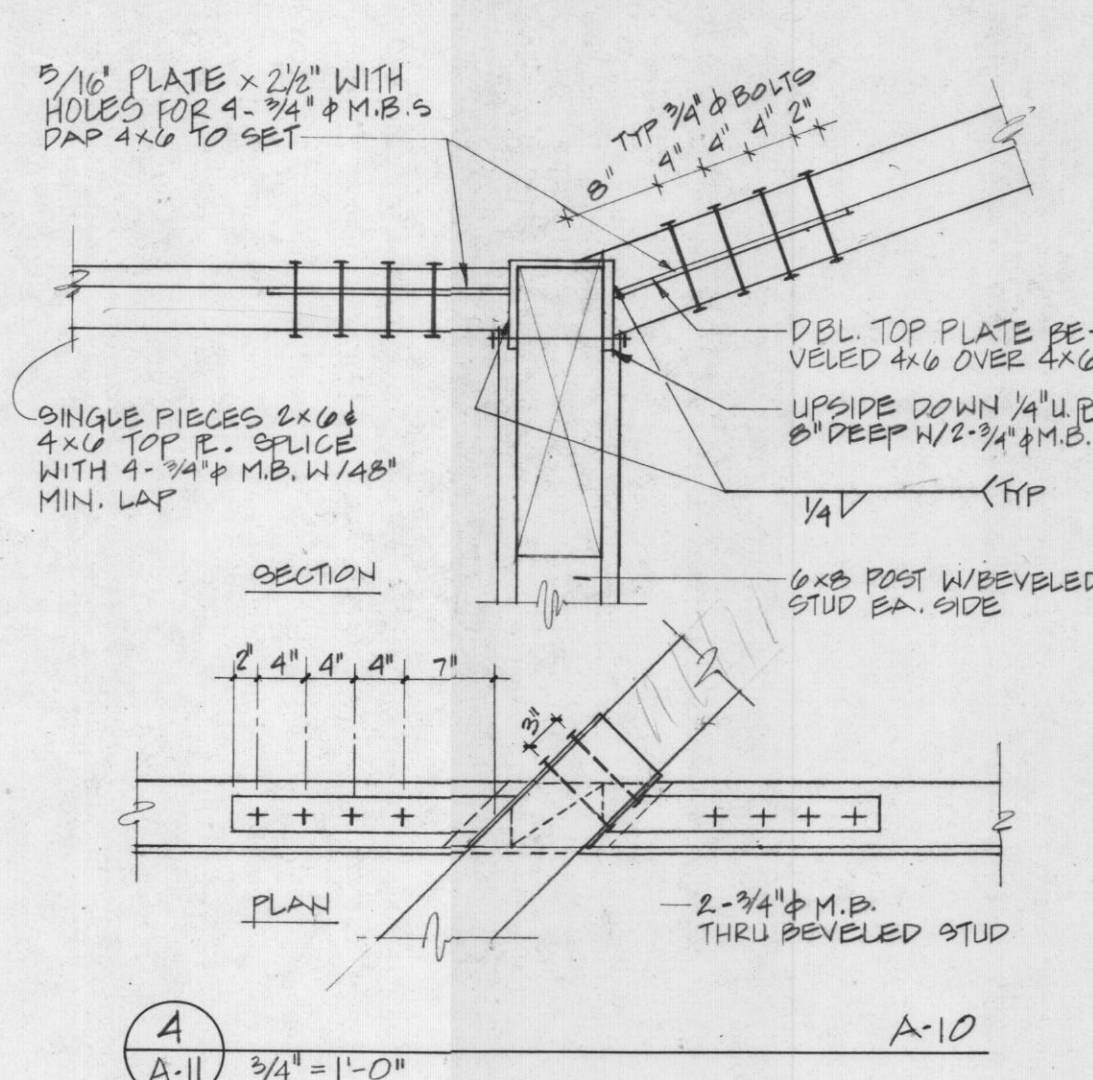
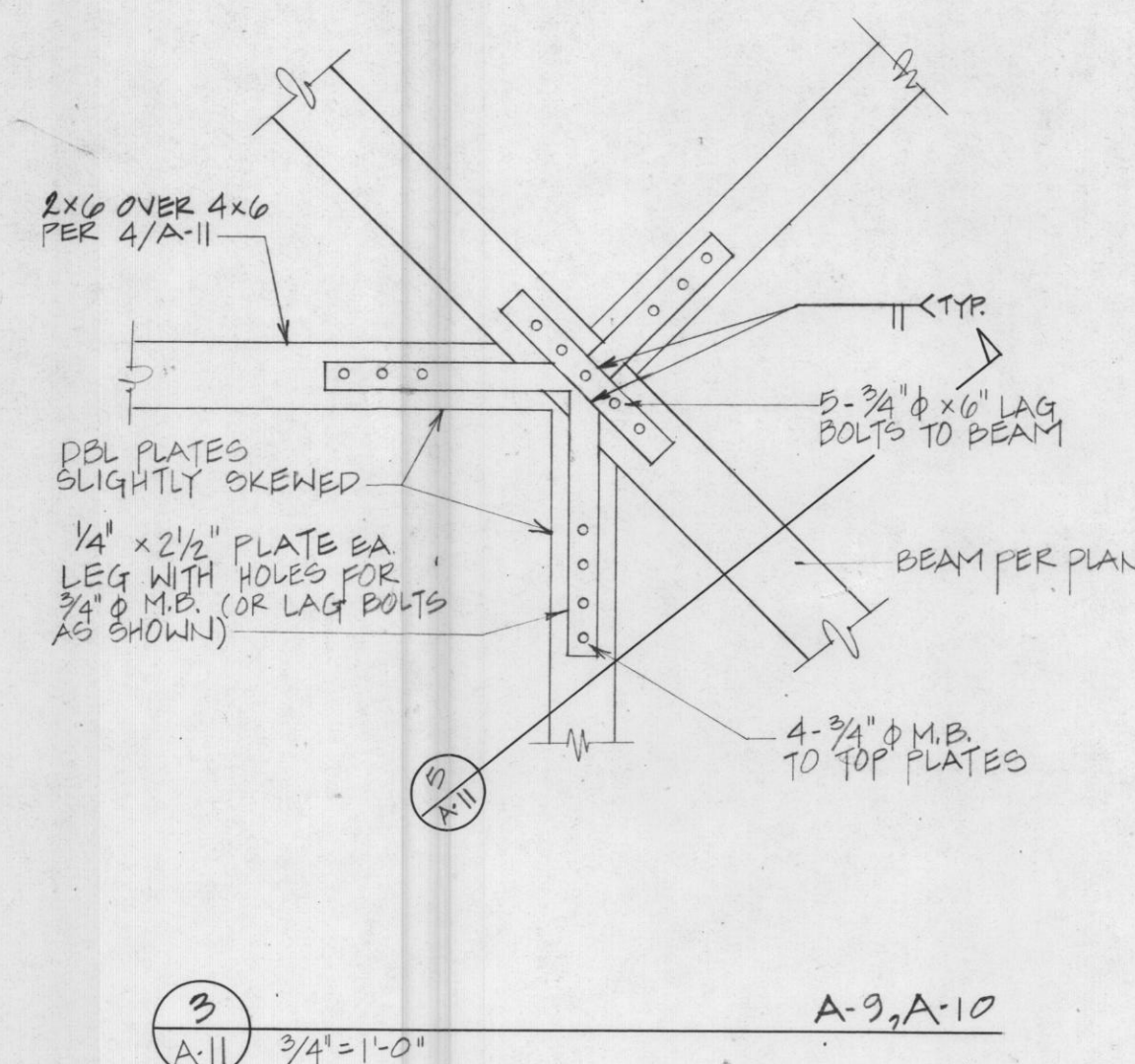
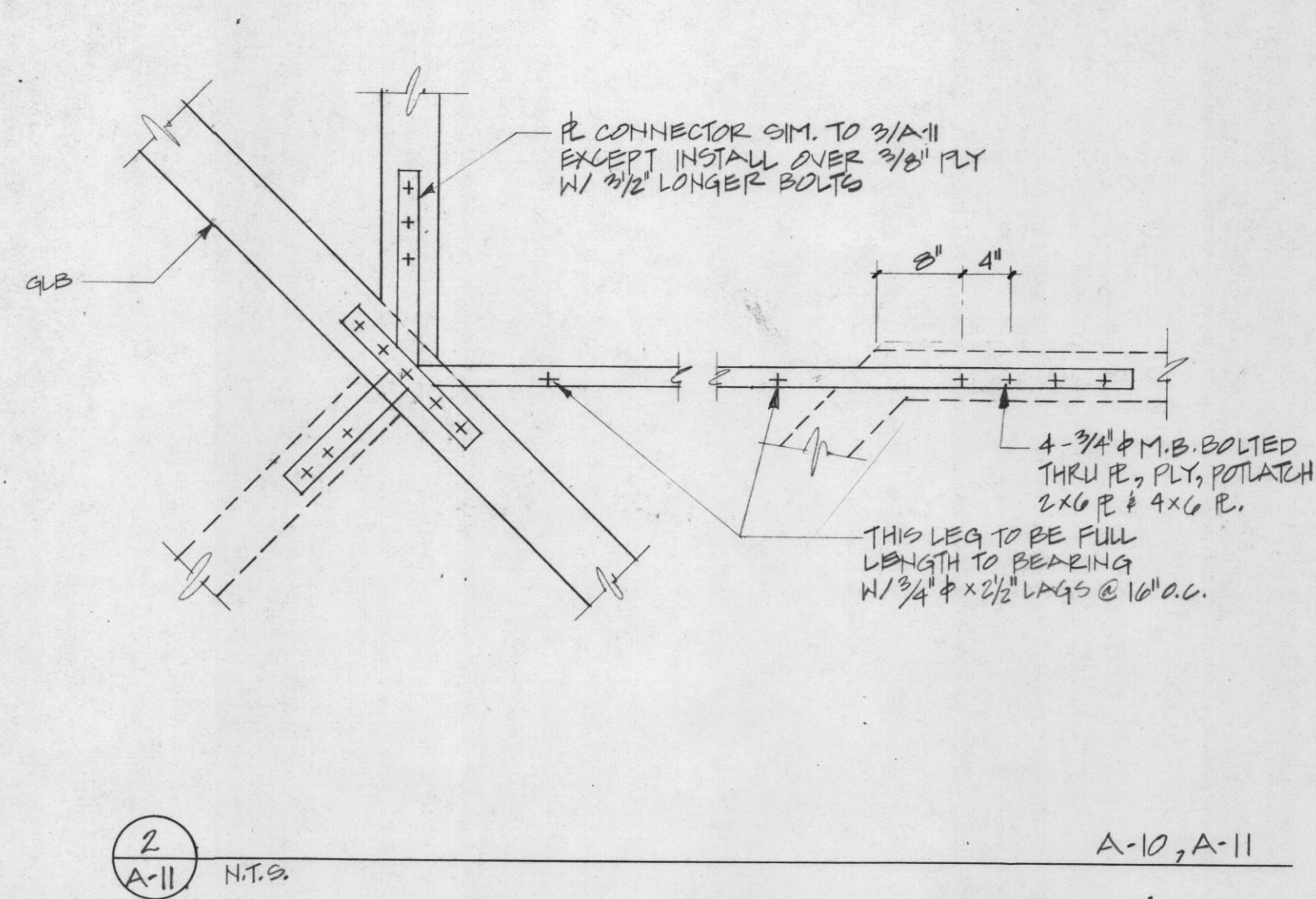


11-A-9
3/4" = 1'-0"

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ROOF PLAN
DRAWN
CHECKED
DATE FEB 5 1985
SCALE AS NOTED
JOB No.
SHEET
OF SHEETS



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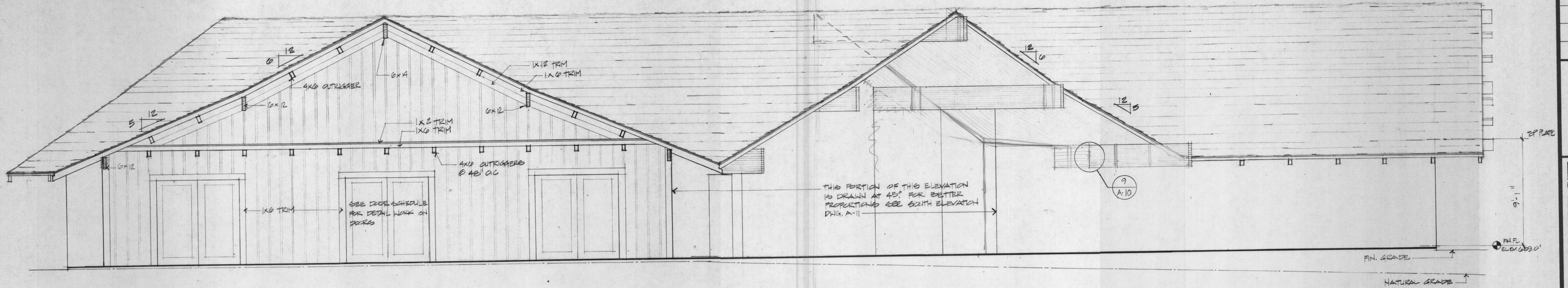
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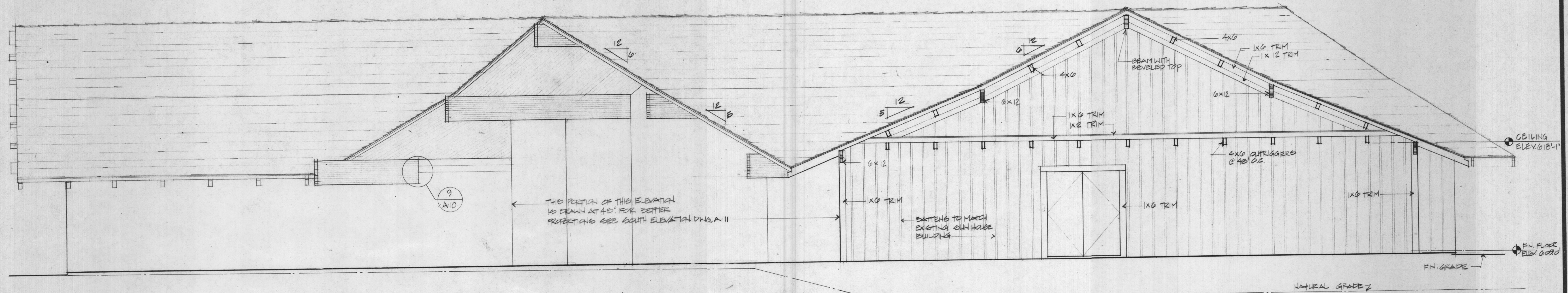
NORTH, WEST, NORTH, SOUTH
 ELEVATIONS

DRAWN
 CHECKED
 DATE FEB 5 1985
 SCALE AS NOTED
 JOB No.

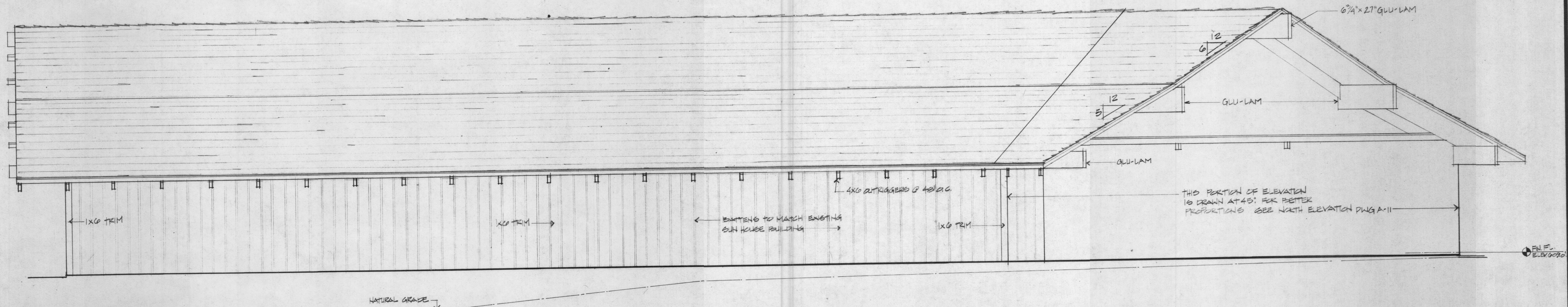
SHEET
A-11
 OF SHEETS



SOUTH WEST ELEVATION
1/4" = 1'-0"



SOUTH EAST ELEVATION
1/4" = 1'-0"



NORTH EAST ELEVATION
1/4" = 1'-0"

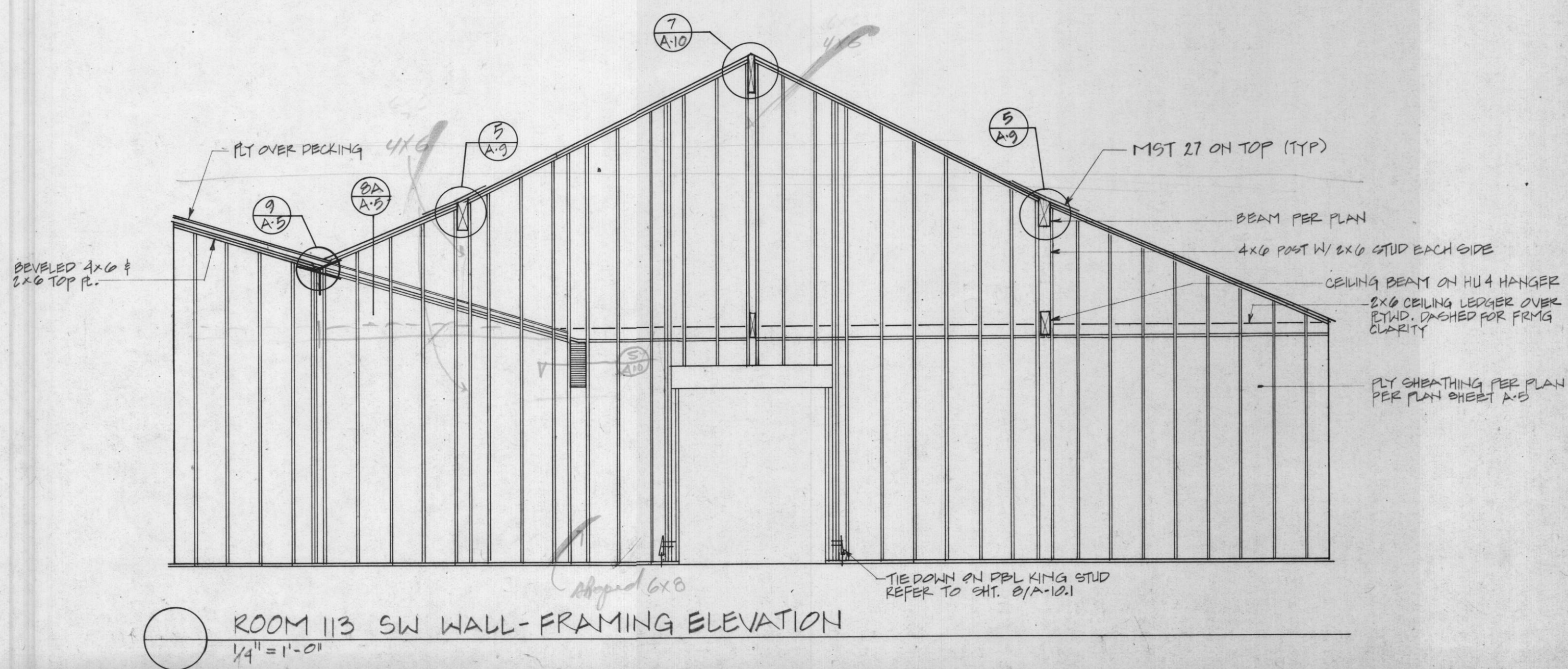
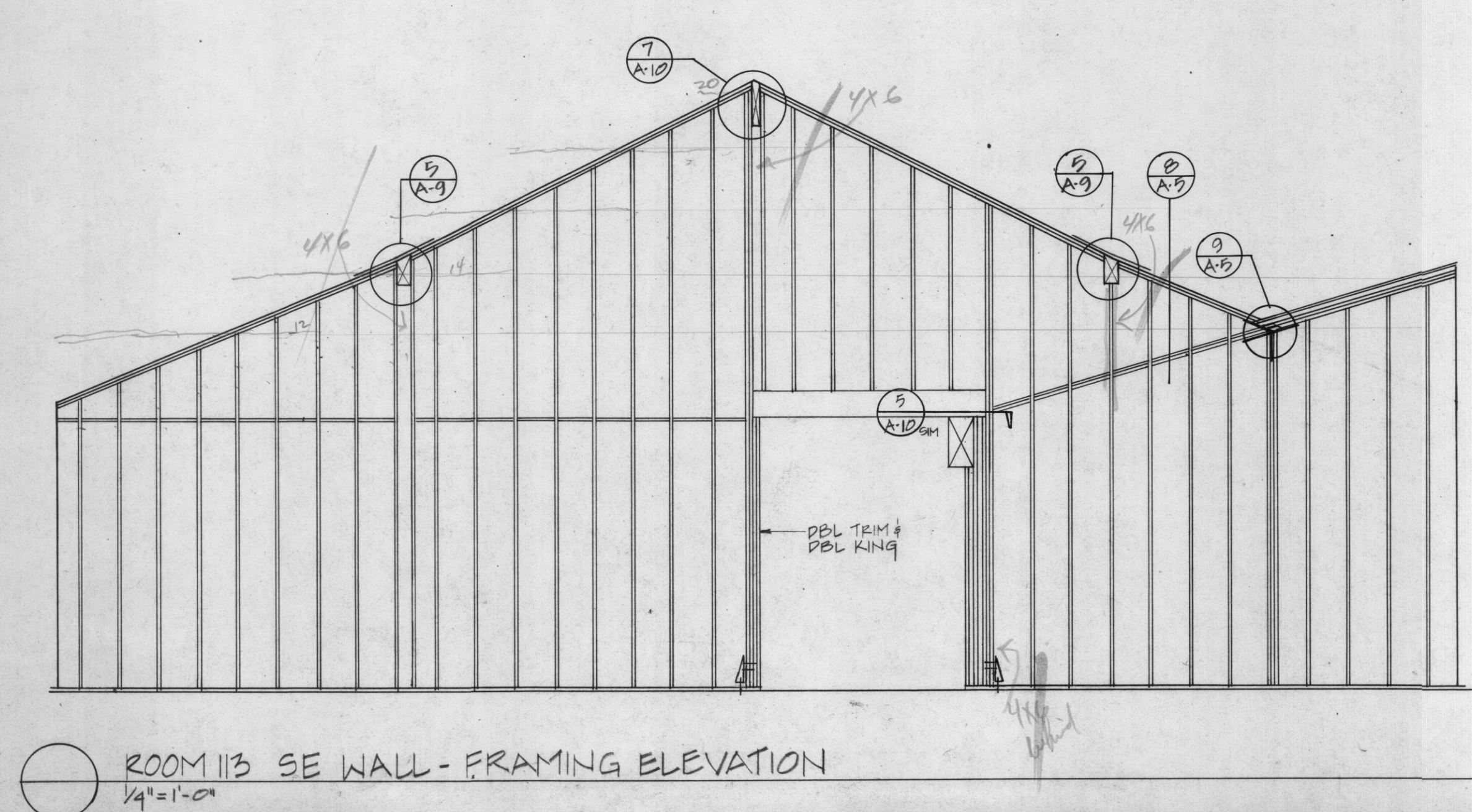
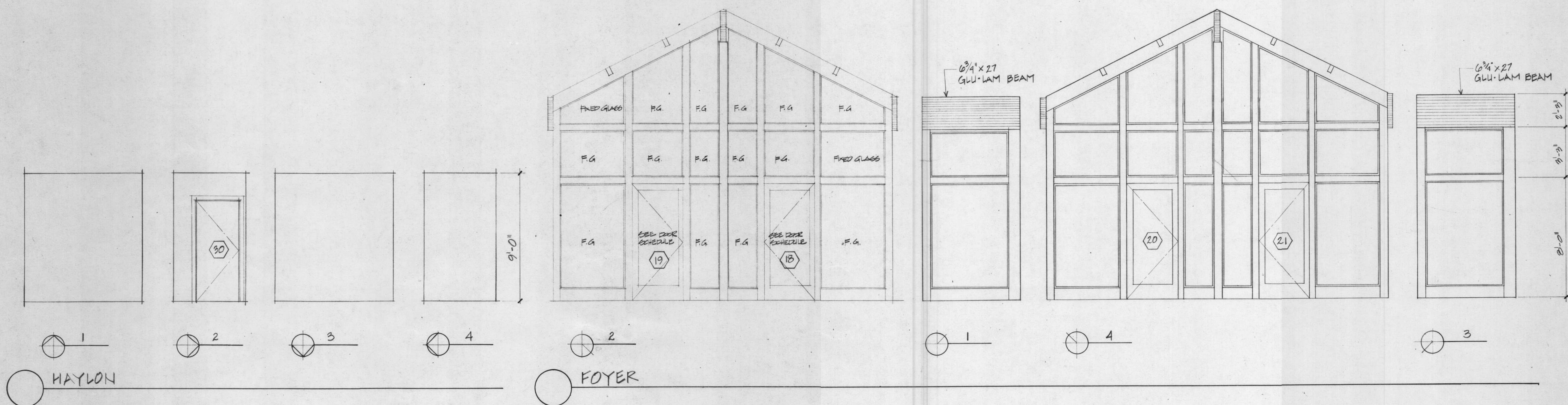
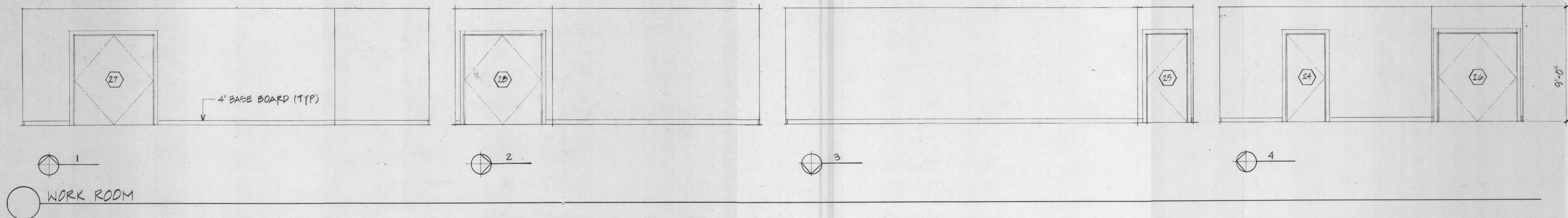
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SUN HOUSE CULTURAL CENTER
451. SOUTH MAIN STREET
UKIAH, CALIFORNIA

SOUTHWEST, SOUTHEAST, NORTHEAST
ELEVATIONS

DRAWN
CHECKED
DATE FEB 5 1985
SCALE AS NOTED
JOB No.

SHEET
A-12
OF SHEETS



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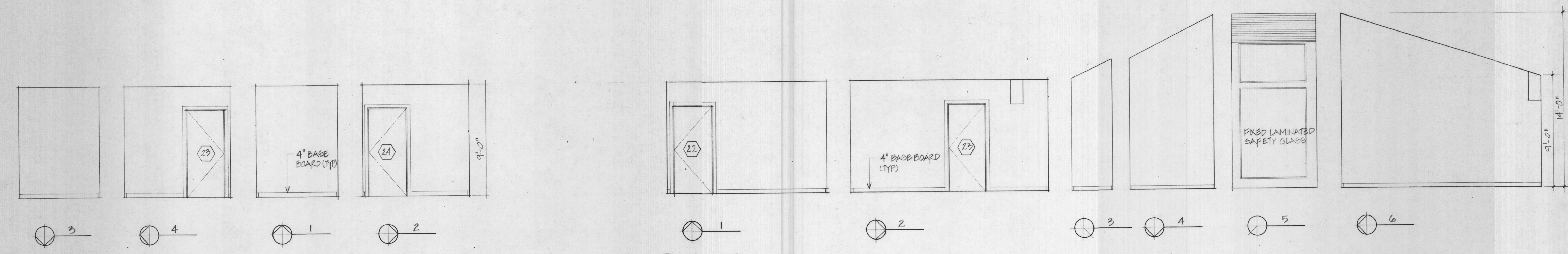
INTERIOR ELEVATIONS WORK
 ROOM, HAYLON, ENTRY FOYER,
 STRUCTURAL WALL FRAMING ELEV

DRAWN
CHECKED
DATE FEB 5 1985
SCALE 1/4" = 1'-0"
JOB No.
SHEET

A-13

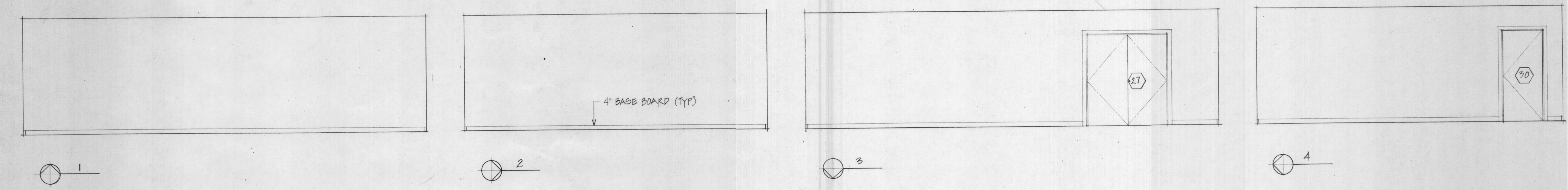
OF -- SHEETS

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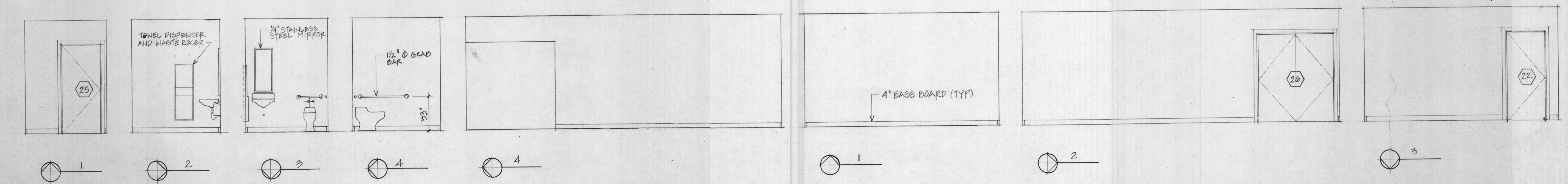


RESEARCH

CURATOR



STORAGE



CURATOR RESTROOM

GIFT SHOP

VICTOR FERNANDO LOPES ARCHITECT
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 UKIAH, CALIFORNIA

INTERIOR ELEVATIONS RESEARCH
 CURATOR, STORAGE, RESTROOM,
 GIFT SHOP

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 SCALE 1/4" = 1'-0"
 JOB No.

SHEET
A-14
 OF SHEETS

PRINTED 4-12-84

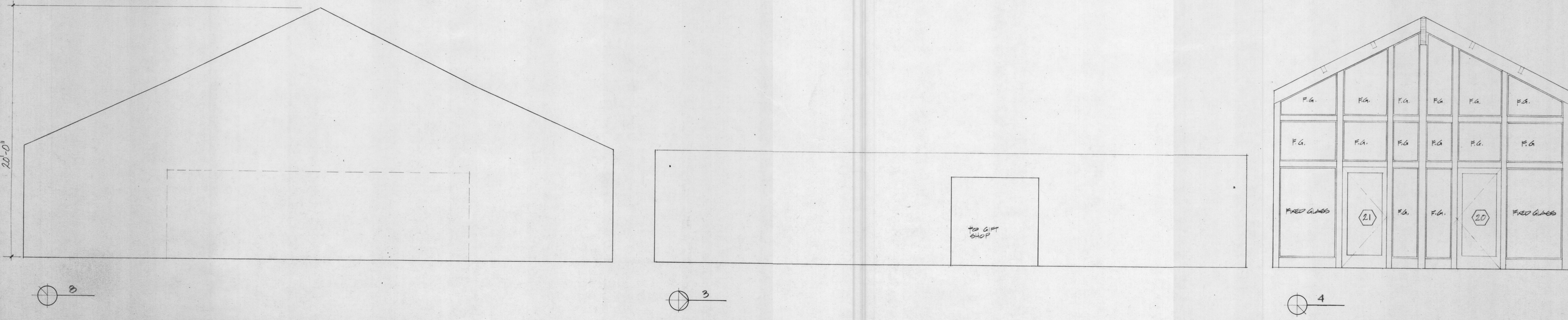
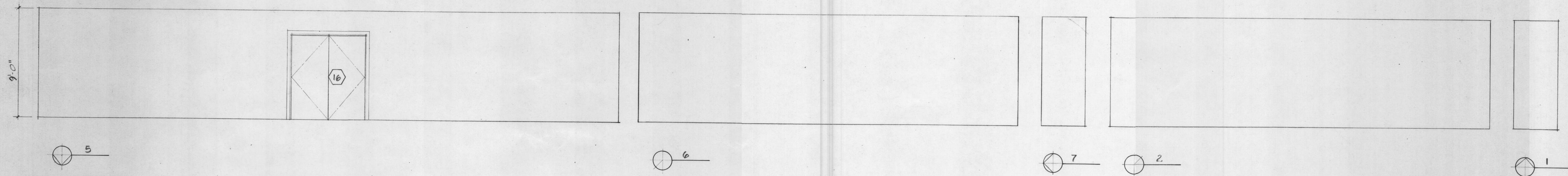
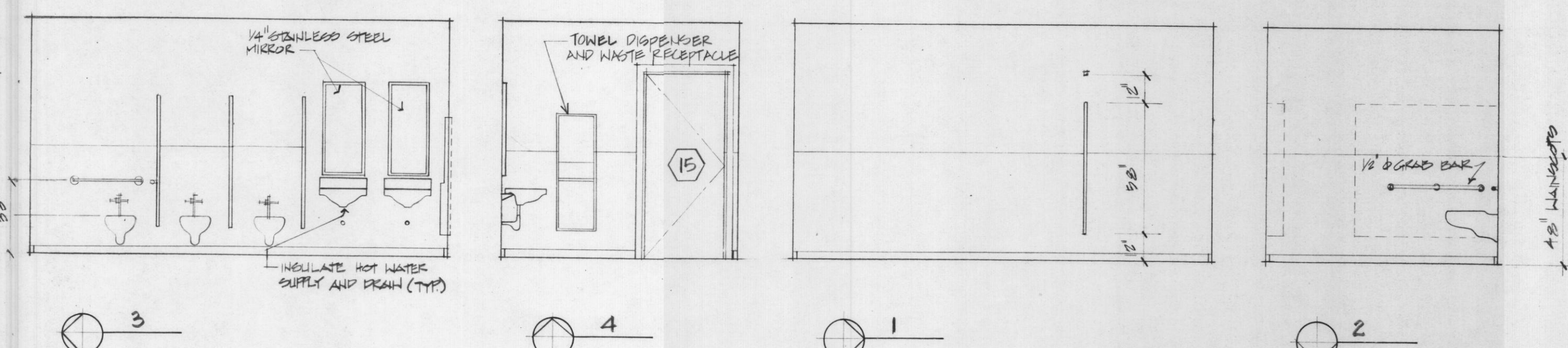
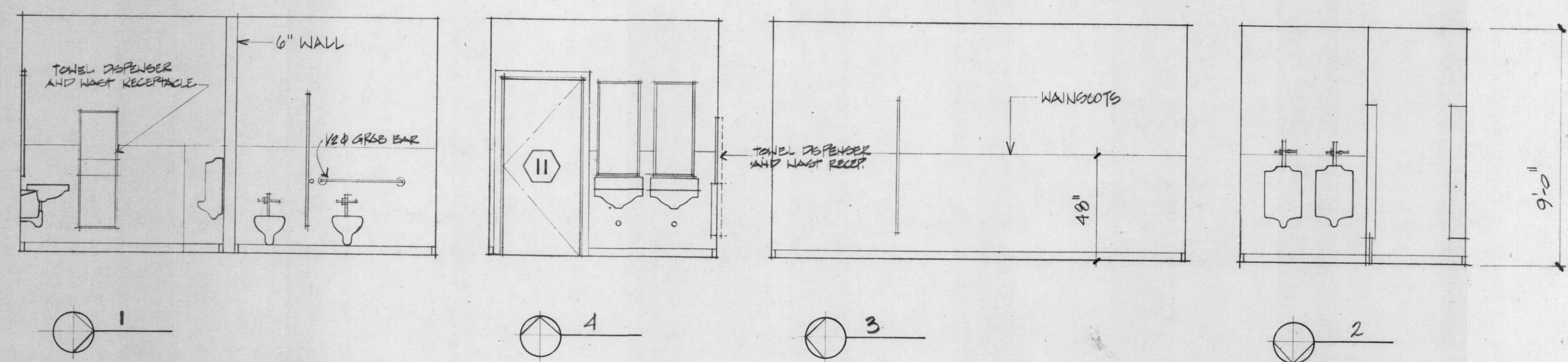
REVISIONS	BY

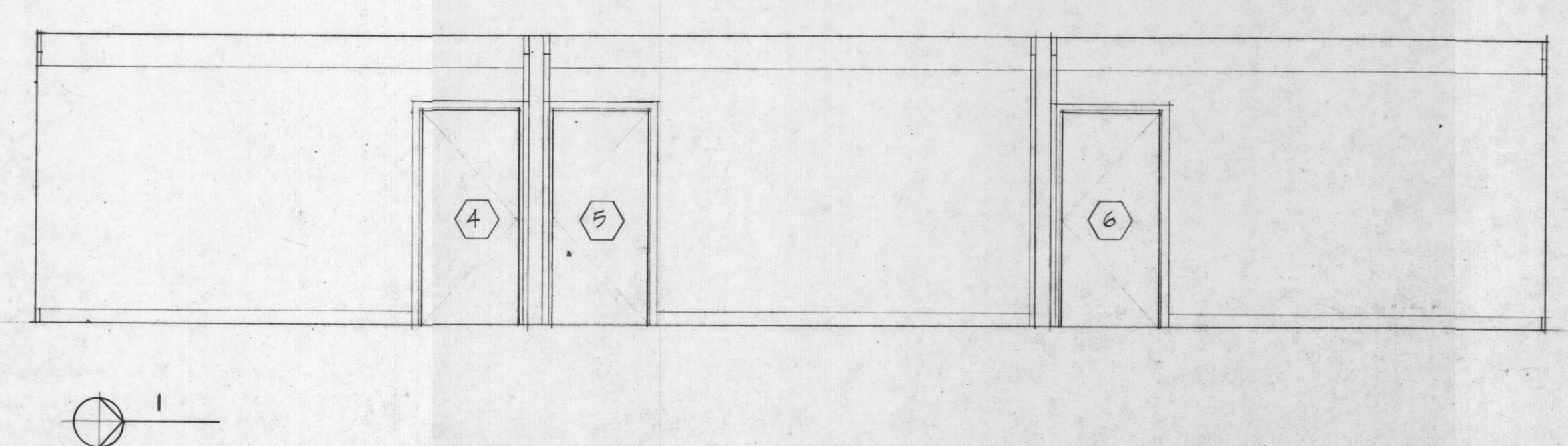
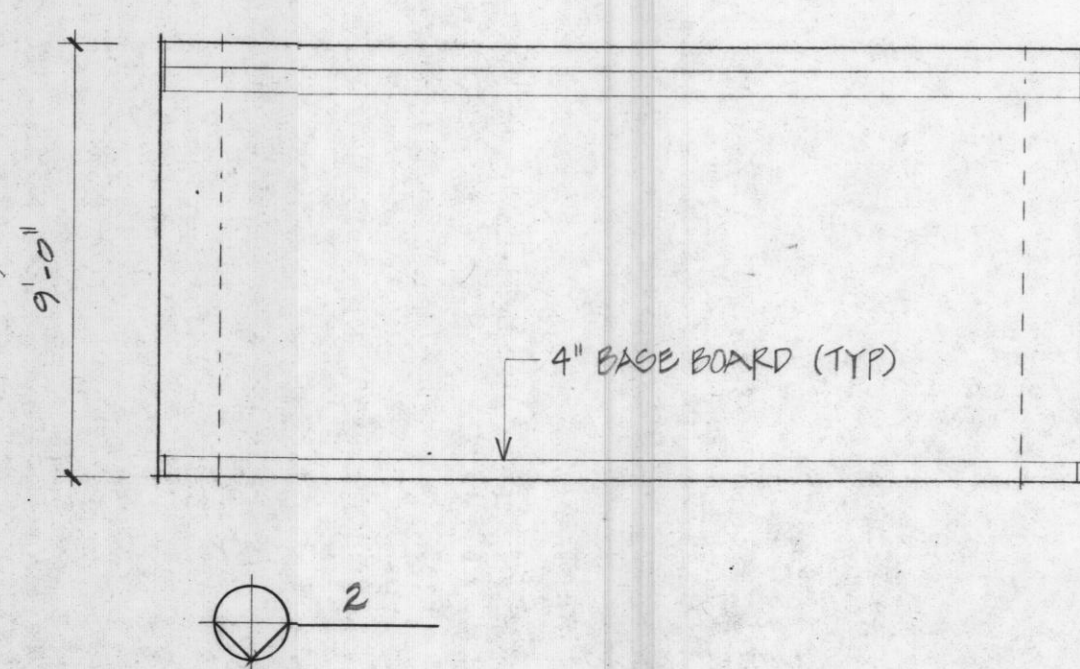
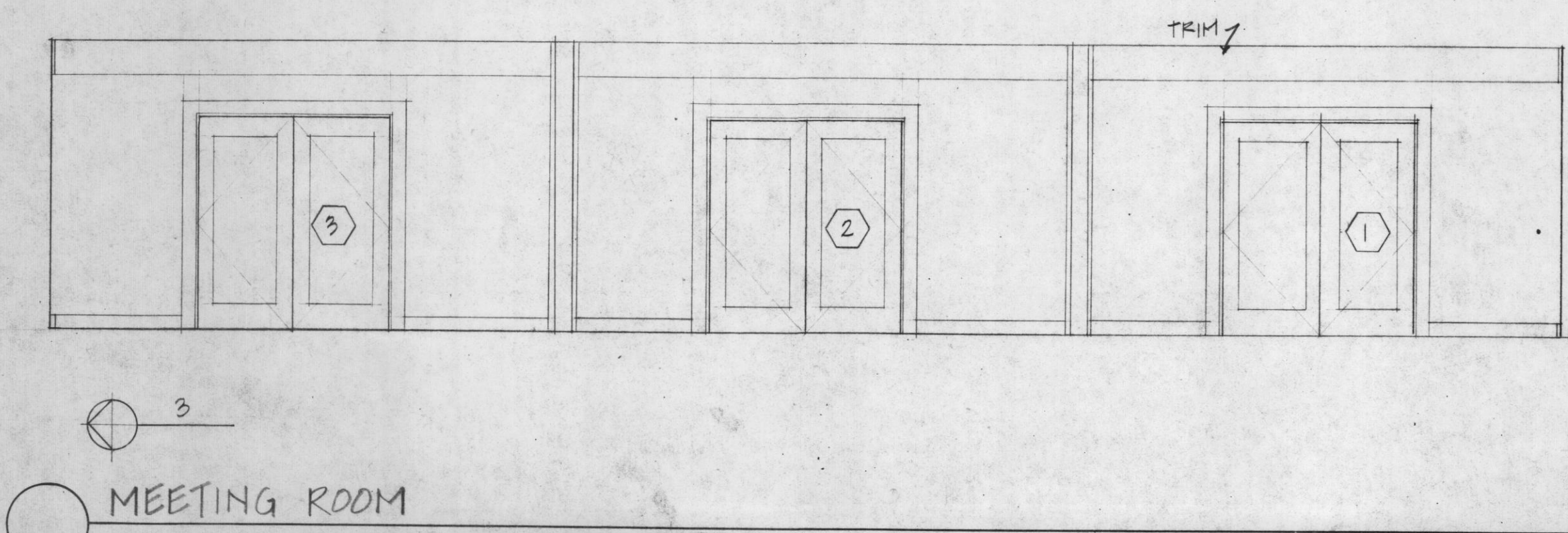
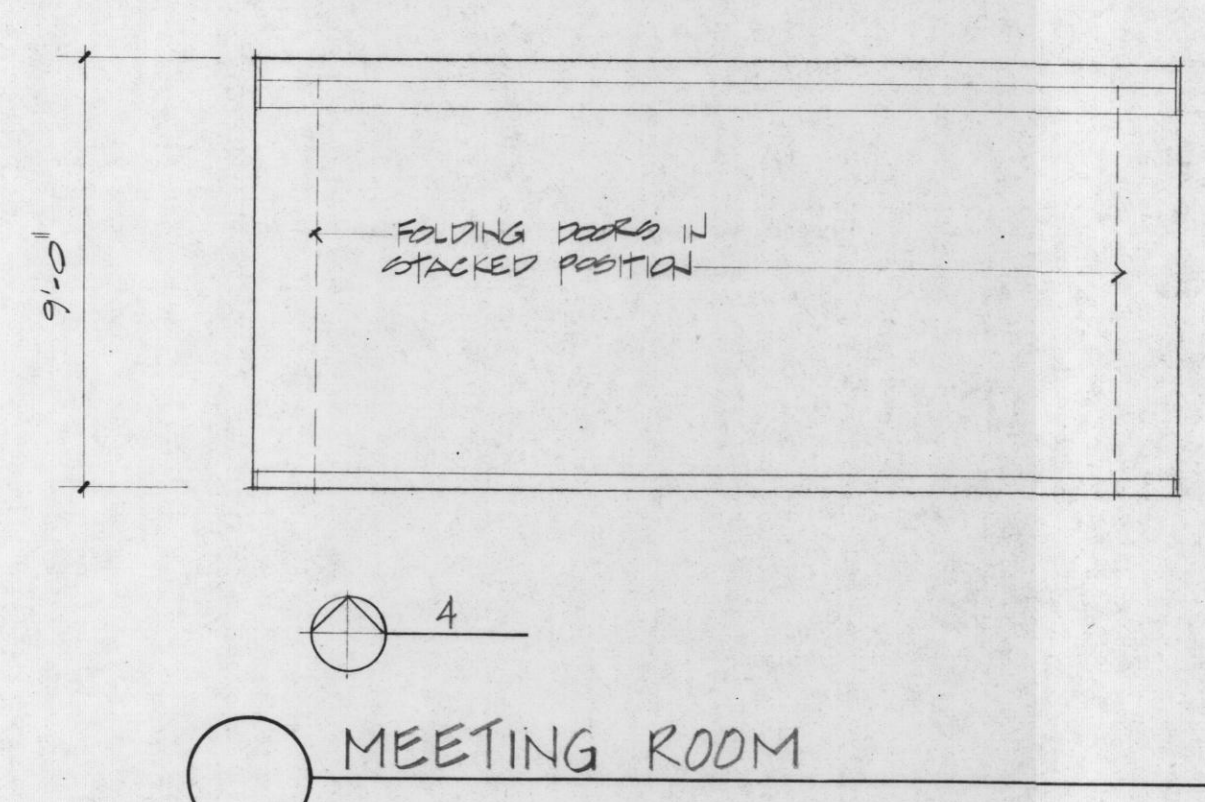
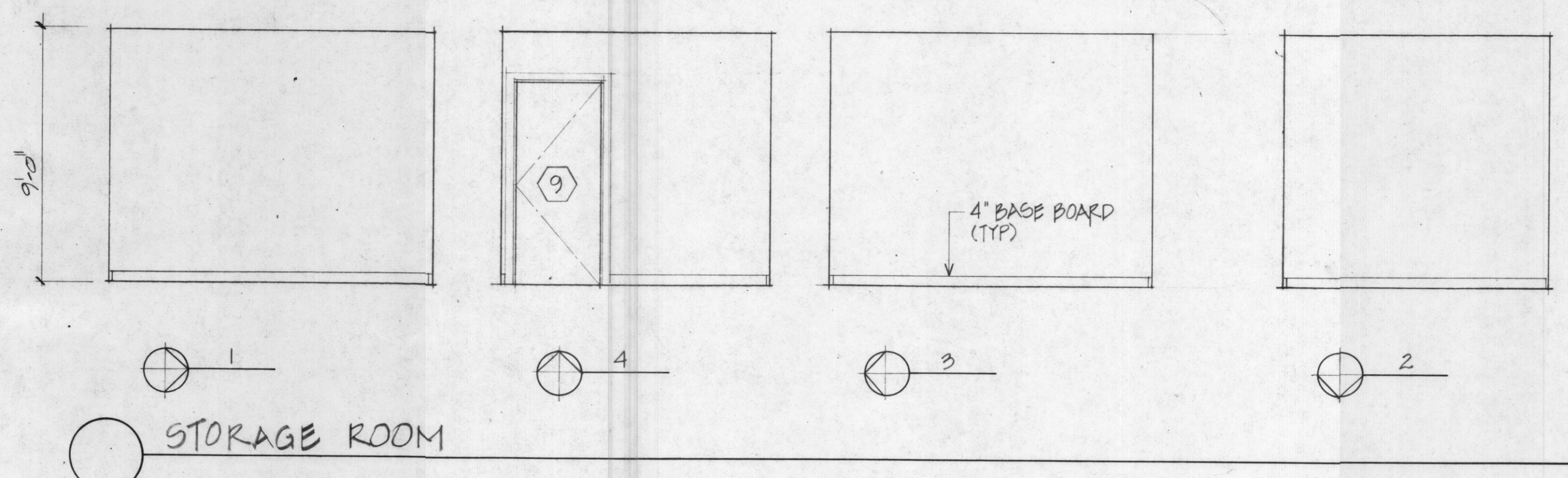
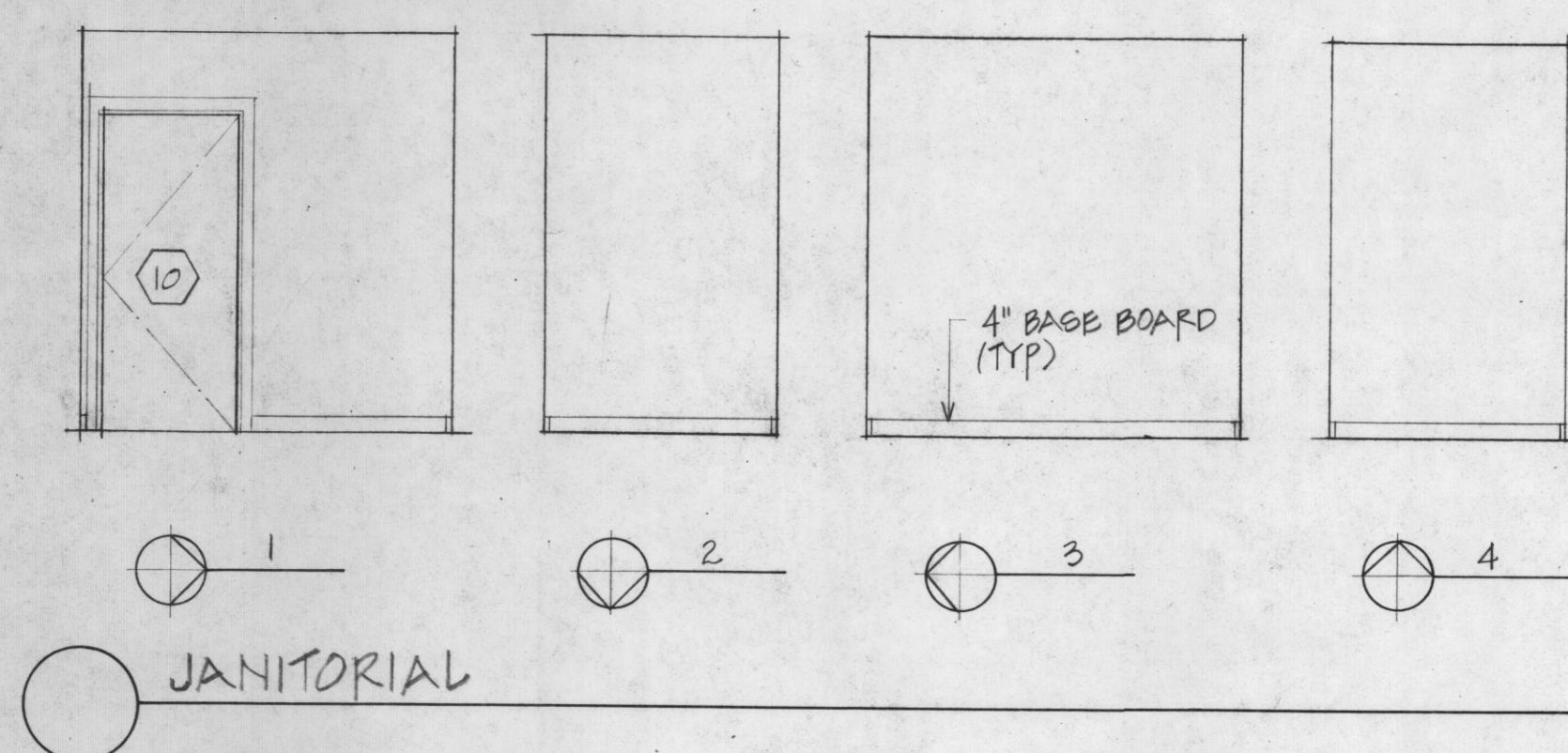
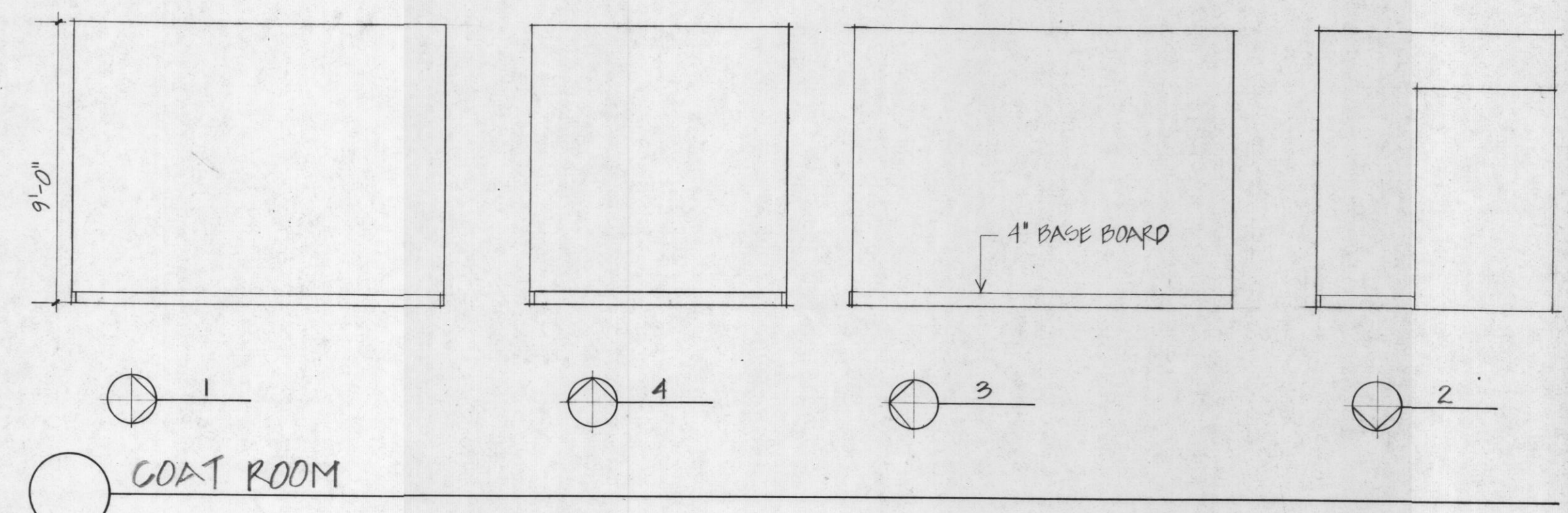
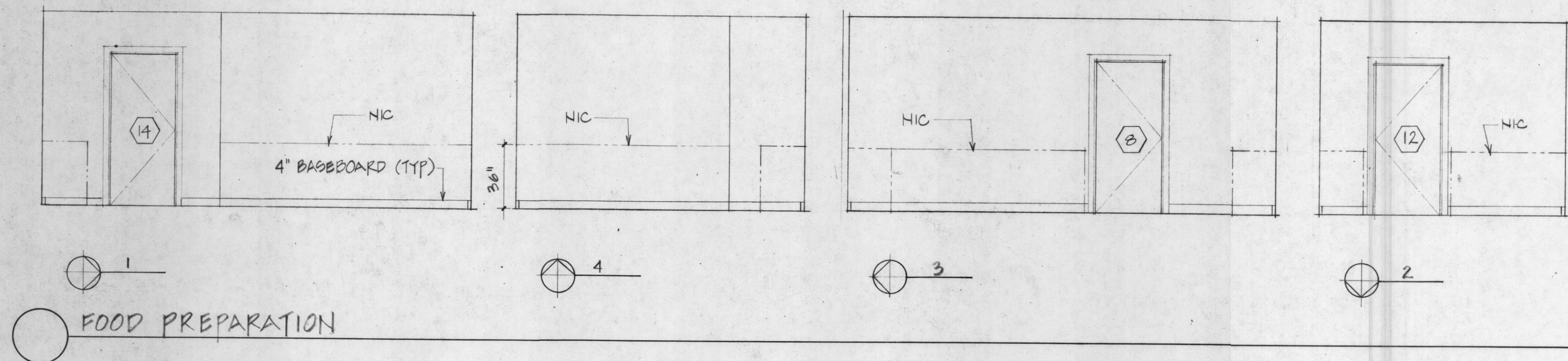
VICTOR FERNANDO LOPES ARCHITECT
 910A WAUGH LN., (P.O. Box 1469), UKIAH, CALIFORNIA 95482 pl: (707) 468-0428

SUN HOUSE CULTURAL CENTER
 431 SOUTH MAIN STREET
 UKIAH, CALIFORNIA

INTERIOR ELEVATIONS MEN AND
 WOMEN RESTROOMS, EXHIBIT
 SPACE

DRAWN
CHECKED
DATE FEB 5 1985
SCALE 1/4" = 1'-0"
JOB No.
SHEET
A-15
OF SHEET/S



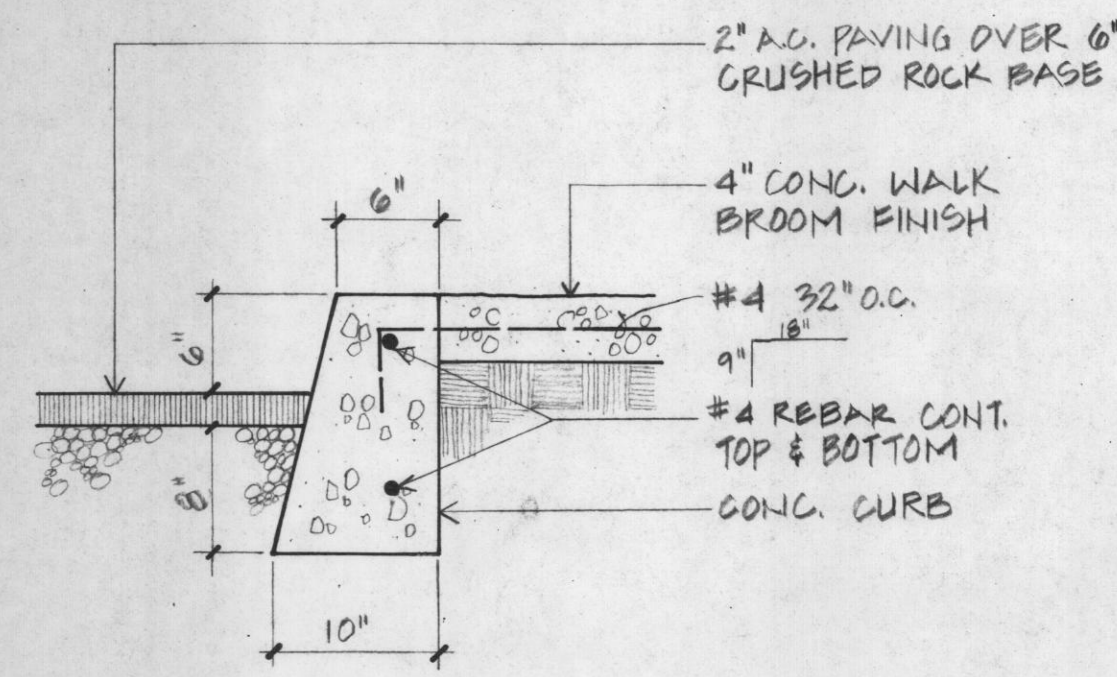


VICTOR FERNANDO LOPES ARCHITECT
 910A WAUGH LN., (P.O. Box 1469), UKIAH, CALIFORNIA 95482 ph: (707) 468-0428
 SUN HOUSE CULTURAL CENTER
 431 SOUTH MAIN STREET
 UKIAH, CALIFORNIA

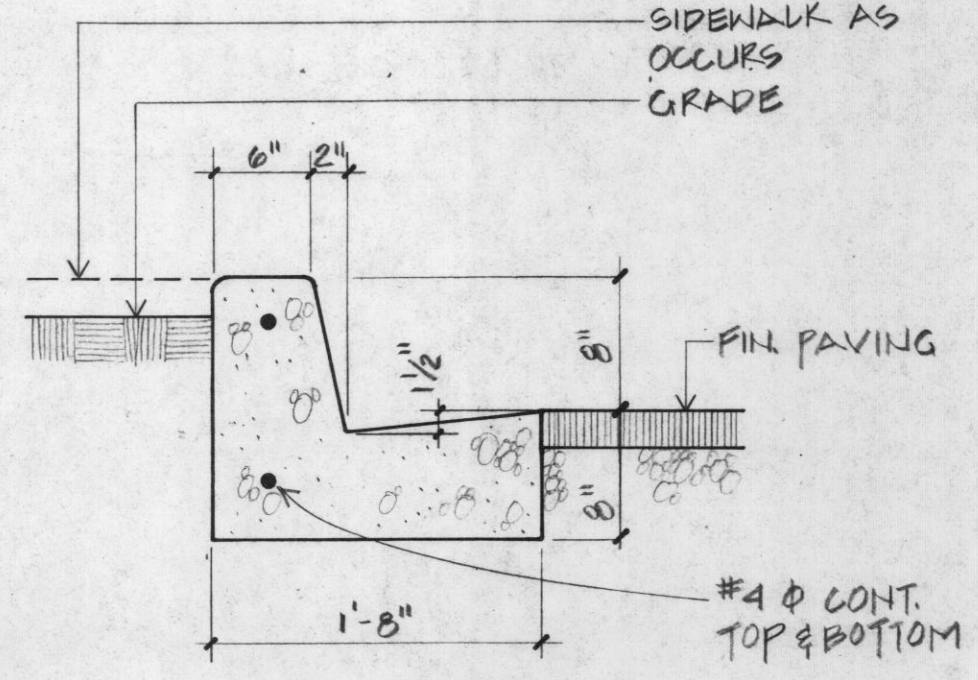
INTERIOR ELEVATIONS: KITCHEN,
 COAT ROOM, JANITORIAL, STORAGE
 MEETING ROOMS

DRAWN
 CHECKED
 DATE FEB 5 1995
 SCALE 1/4" = 1'-0"
 JOB No.
 SHEET
A-16
 OF SHEETS

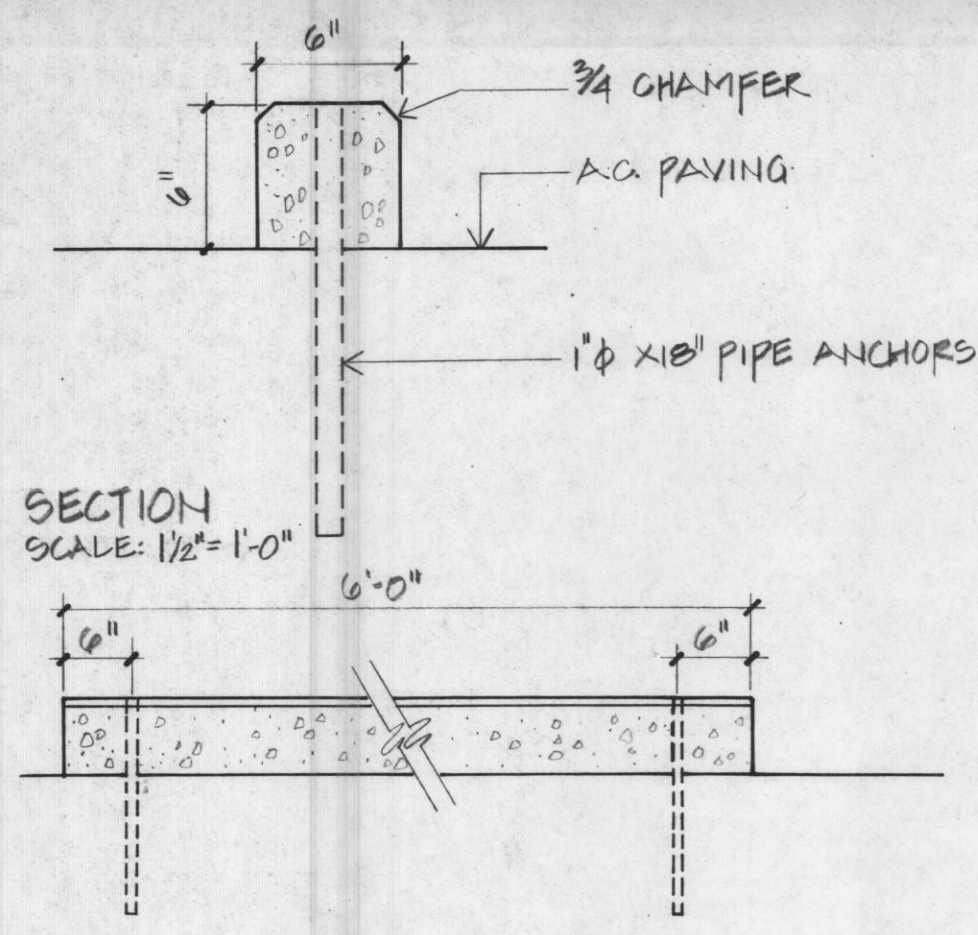
REVISIONS	BY



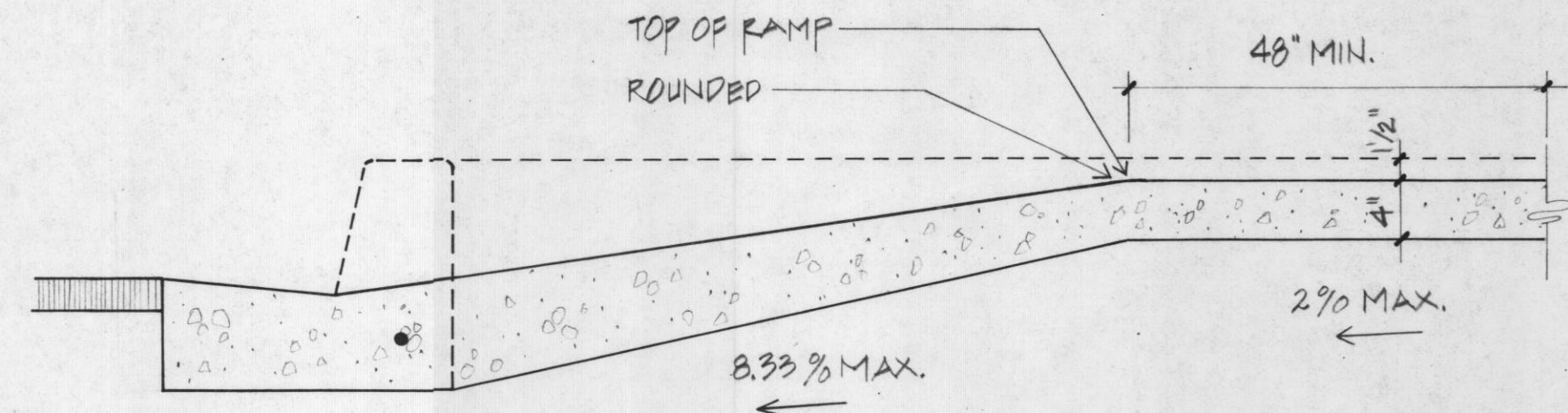
A CONCRETE CURB
A-18 SCALE: 1"=1'-0"



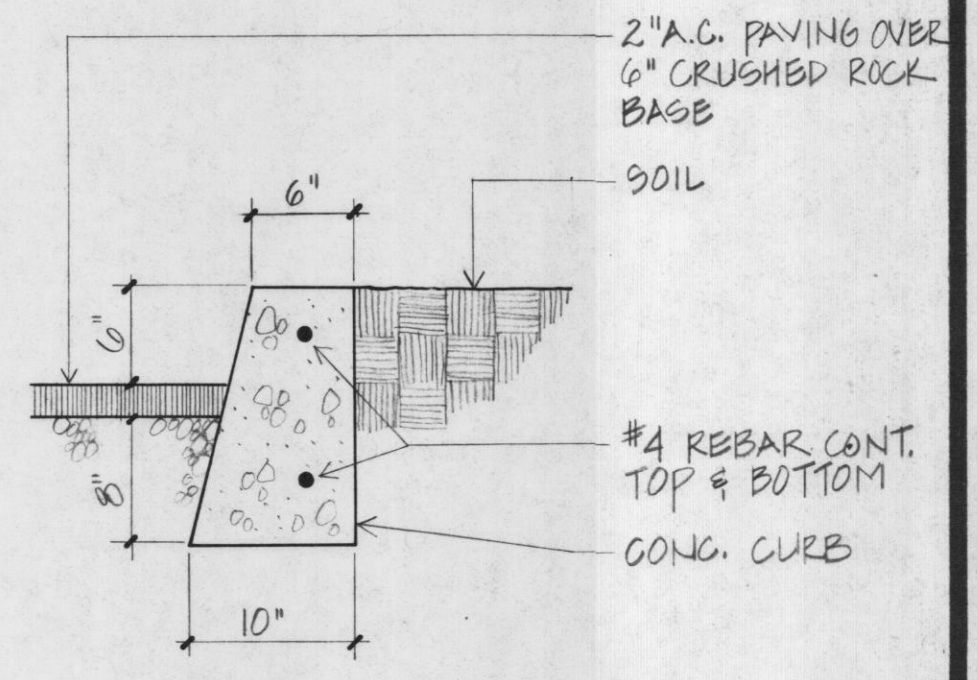
B CONG. CURB & GUTTER
A-18 SCALE: 1"=1'-0"



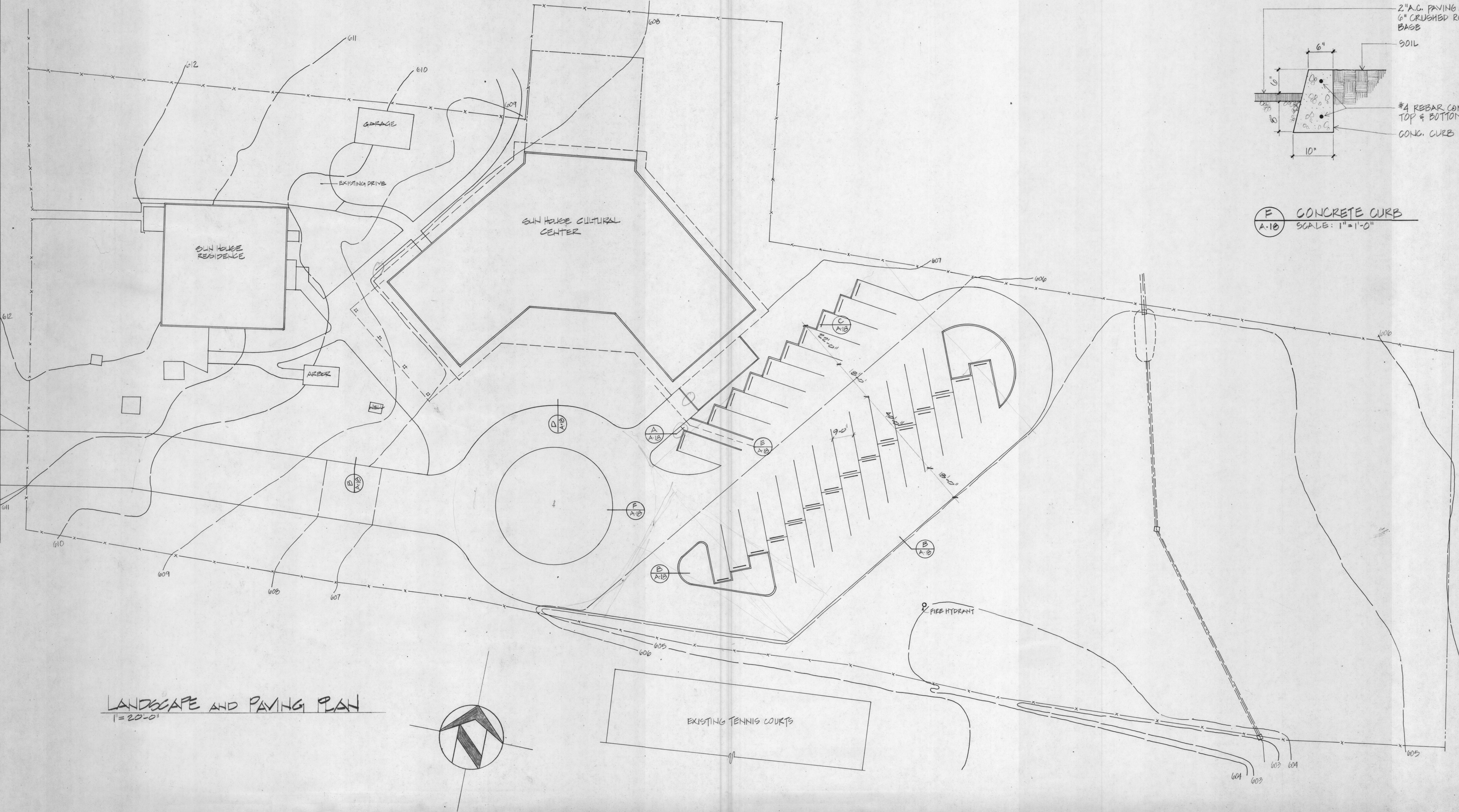
C PRECAST CONG. WHEEL STOP
A-18 SCALE AS NOTED



D HANDICAPPED RAMP
A-18 SCALE: 1"=1'-0"



E CONCRETE CURB
A-18 SCALE: 1"=1'-0"



LANDSCAPE AND PAVING PLAN
1"=20'-0"

REVISIONS		BY

VICTOR FERNANDO LOPES ARCHITECT	
910A WAUGH LN., (P.O. Box 1469), UKIAH, CALIFORNIA 95482	ph: (707) 468-0428
SUN HOUSE CULTURAL CENTER 431 SOUTH MAIN STREET UKIAH, CALIFORNIA	

LANDSCAPE PLAN, PAVING PLAN, CURB DETAILS
DRAWN
CHECKED
DATE FEB 5 1995
SCALE AS NOTED
JOB No.
SHEET
A-18
OF SHEETS

PROJECT SUMMARY

■ APN:	002-281-26 & 27
■ Lot Size	169,427 sq. ft.
■ Zoning:	PF-Public Facility
■ Building Area:	
■ Existing Building:	8,494 sq/ft.
■ Second Floor:	2,643 sq/ft.
House Total:	11,137 sq/ft.
■ UBC Constr. Type:	Type V-(N) / Auto Sprinkler
■ UBC Occupancy Type:	
■ Exhibit Spaces & Meeting Room:	(A-3)
■ Offices & Work Room:	(B)
■ Other:	Accessory Use
■ Separation Reqmt's.:	(none per UBC Table 3B)
■ Exits:	(per UBC Table 10-A & B)
■ Parking Spaces:	26 Regular
	1 Handicapped
	1 Handicapped Van
	Accessible
■ Utilities:	
■ Sewer:	City of Ukiah
■ Water:	City of Ukiah
■ Power:	City of Ukiah
■ Fuel:	n/a
Phone:	PacBell

SHEET INDEX

A0	Sheet Index, Vicinity Map, Project Summary Data
A1	Site & Roof Plan
A2	Dimensioned Floor Plan w/ Schedules
A3	Demolition Plan & Accessibility Details
A4	Exterior Elevations & Exterior Finish Details
A5	Interior Elevations & Finish Details
A6	Interior Elevations & Finish Details
A7	Interior Elevations & Finish Details
S1	Structural Plans & Building Sections
S2	Structural Details
E1	Electrical Demo Plan
E2	Lighting Plan, Panel Schedule, & Electrical Fixture Schedule
E3	Power Plan & Single Line Diagram
E4	Sound System Rough-In
M1	HVAC Plan & Mechanical Equipment Schedule & Notes
T/24-1	Title 24 Compliance Documentation
T/24-2	Title 24 Compliance Documentation
C1	Grading & Drainage Plan

GRAPHIC SYMBOLS

	NEW WALL.
	WALL WITH SHEAR PLYWOOD.
	MASONRY OR CONCRETE WALL.
	WALL WITH MASONRY VENEER.
	SOUND ISOLATION WALL / ASSEMBLY.
	EXISTING WALL TO REMAIN.
	EXISTING WALL TO BE REMOVED.
	F.O.S. OR DIMENSIONED FACE OF STUD.
	DIMENSIONED CENTERLINE OF WALL.
	F.O.F. OR DIMENSIONED FACE OF FINISH.
	HIDDEN LINE OR OVERHEAD.
	BEAM OR ROOF BREAK ABOVE.

	WINDOW SYMBOL.		SECTION I.D.
	DOOR I.D.		SHEET WHERE DRAWN.
	HARDWARE GROUP.		DETAIL I.D.
	ELEVATION I.D.		SHEET WHERE DRAWN.
	SHEET WHERE DRAWN.		KEYNOTE I.D.
	DIRECTION LOOKING.		SHEET WHERE NOTED.
	DATUM POINT.		GRID LINE I.D.

TITLE 24 MANDATORY MEASURES

ALL H.V.A.C & PLUMBING EQUIPMENT SHALL BE CALIFORNIA ENERGY COMMISSION CERTIFIED & MEET OR EXCEED ALL APPLICABLE EFFICIENCY REQUIREMENTS LISTED IN THE ENERGY EFFICIENCY STANDARDS.

DUCTWORK SHALL BE CONSTRUCTED AS PROVIDED IN CHAPTER 6 OF THE UNIFORM MECHANICAL CODE.

H.P. UNITS TO BE CONTROLLED BY THERMOSTATS WITH AUTO CHANGEOVER & ADJUSTABLE SET POINTS FROM 55 DEGREE F HEATING TO 85 DEGREE F COOLING. A DEADBAND OF AT LEAST 5 DEGREE F SHALL BE AVAILABLE BETWEEN HEATING & COOLING SETTINGS.

THERMOSTATS TO HAVE A PROGRAMMABLE TIME SWITCH WITH AN ACCESSABLE MANUAL OVERRIDE THAT ALLOWS UP TO 4 HOURS OF OFF-HOUR OPERATION. THE TIME SWITCH SHALL BE CAPABLE OF PROGRAMMING DIFFERENT SCHEDULES FOR WEEKDAYS & WEEKENDS INCORPORATING AN AUTOMATIC HOLIDAY SHUT-OFF FEATURE THAT SHUTS DOWN SYSTEM FOR AT LEAST 24 HOURS, THEN RESUMES. IT'S NORMALLY PROGRAMMED OPERATION. THE TIME SWITCH & TEMPORARILY START THE SYSTEM AS REQUIRED TO MAINTAIN A SETBACK HEATING SETPOINT. THE TIME SWITCH SHALL HAVE BACKUP CAPABILITIES THAT PREVENTS THE LOSS OF PROGRAMS FOR AT LEAST 10 HOURS.

CONTROLS SHALL BE PROVIDED TO ALLOW EQUIPMENT TO BE OPERATED AT THE VENTILATION RATES SPECIFIED ON THE PLANS.

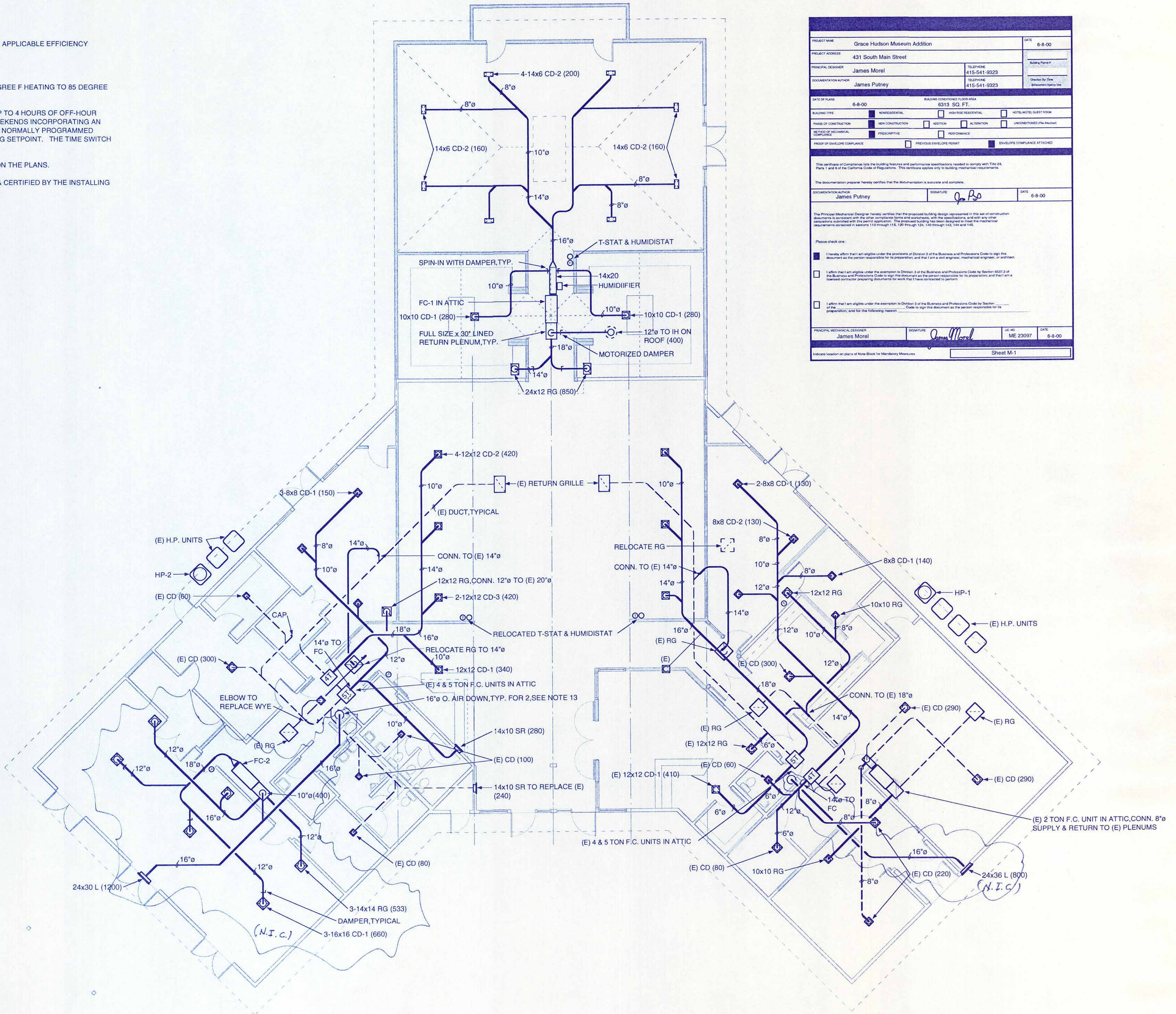
THE SYSTEM SHALL PROVIDE THE MINIMUM OUTSIDE AIR QUANTITIES SHOWN ON THE PLANS & SHALL BE MEASURED & CERTIFIED BY THE INSTALLING LICENSED C-20 MECHANICAL CONTRACTOR.

MECHANICAL NOTES

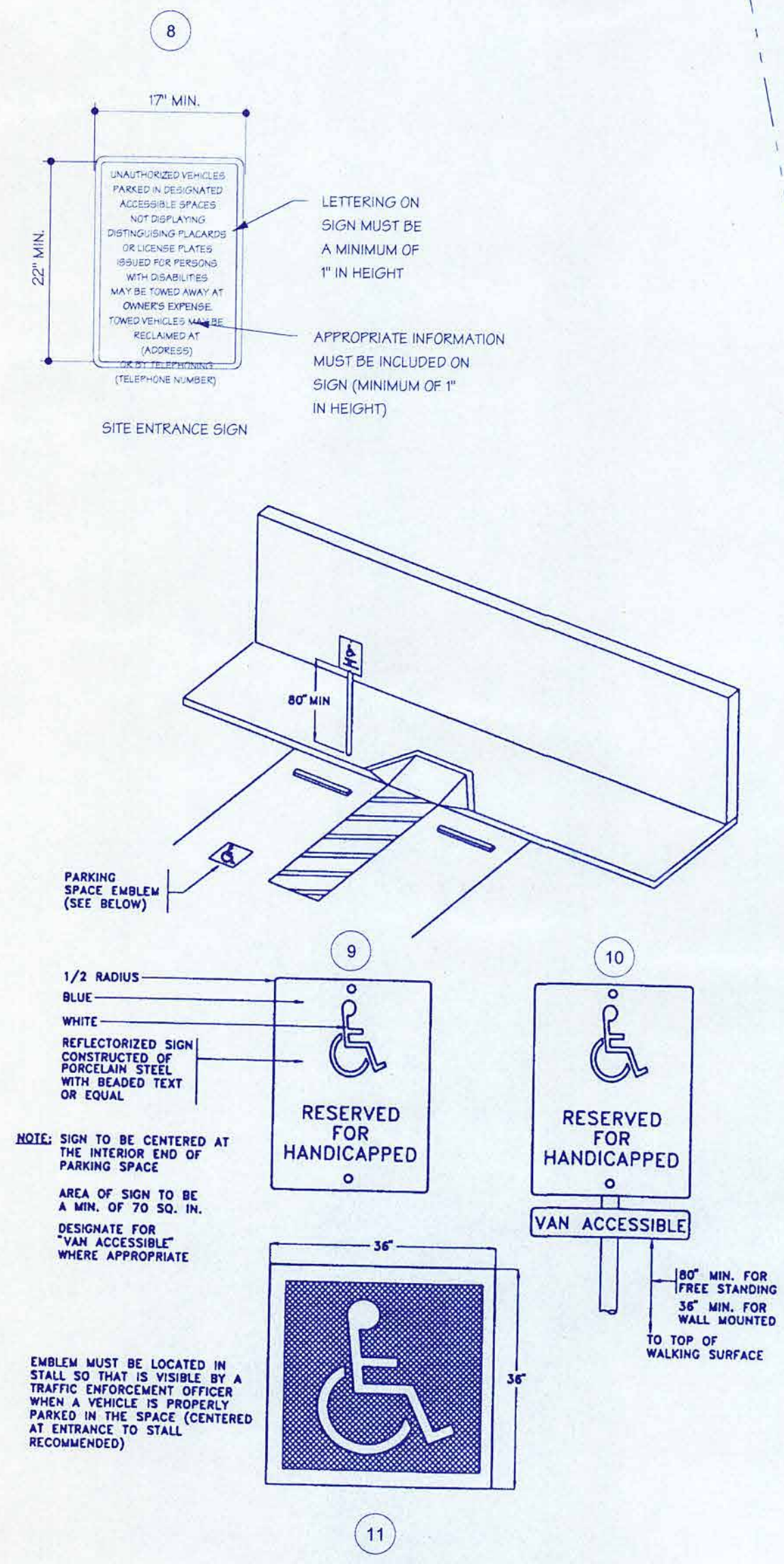
- RECTANGULAR SUPPLY & RETURN DUCTS TO BE WRAPPED SHEETMETAL PROVIDE TURNING VANES IN ALL NON-RADIUS ELBOWS.SUPPLY PLENUMS CONTAINING HUMIDIFIER TO BE ALUMINUM
- ROUND SUPPLY & RETURN DUCTS TO BE WRAPPED SHEETMETAL
- OUTSIDE AIR DUCTS TO BE SHEETMETAL
- CONDENSATE DRAIN PIPING TO BE COPPER
- HEAT PUMP UNITS TO BE MOUNTED ON CONCRETE PAD THAT MATCHES ADJACENT EXISTING
- FC-1 & 2 TO BE MOUNTED ON NEOPRENE PADS & SEISMICALLY BRACED
- PROVIDE FLEX CONNECTION AT DUCT CONNECTION TO H.P. UNITS
- NEW H.P. UNITS CONTROLLED BY PROGRAMMABLE T-STATS WITH AUTO CHANGEOVER & GUARD,PROVIDE HUMIDISTAT WITH GUARD FOR HUMIDIFIER AT FC-1
- RUN 3/4" CONDENSATE DRAIN WITH P-TRAP FROM NEW F.C. UNITS TO NEAREST APPROVED RECEPTOR,PIPING ABOVE CEILING TO BE INSULATED
- REPAIR HUMIDIFIERS AT EXISTING F.C. UNITS
- REMOVE MOTORIZED DAMPERS IN SUPPLY & RETURN DUCTS AT EXISTING F.C. UNITS
- CONNECT 10"ø OUTSIDE AIR DUCT WITH MOTORIZED DAMPER TO RETURN PLENUM AT FC-2 & EXISTING 4 & 5 TON F.C. UNITS,SET TO PROVIDE 400 CFM EACH
- REMOVE ALL EXISTING AIR OUTLETS & DUCTS NOT SHOWN ON PLAN
- LINE VOLTAGE WIRING, LOW VOLTAGE CONTROL WIRING CONDUITS & DISCONNECT SWITCHES BY ELECTRICAL CONTRACTOR
- LOW VOLTAGE CONTROL WIRING IN THIS WORK
- INSTALL DX PIPING BETWEEN NEW H.P. UNITS & F.C. UNITS PER MANUFACTURER'S RECOMMENDATIONS
- COLD WATER PIPING TO NEW HUMIDIFIER BY PLUMBING CONTRACTOR

MECHANICAL EQUIPMENT LIST

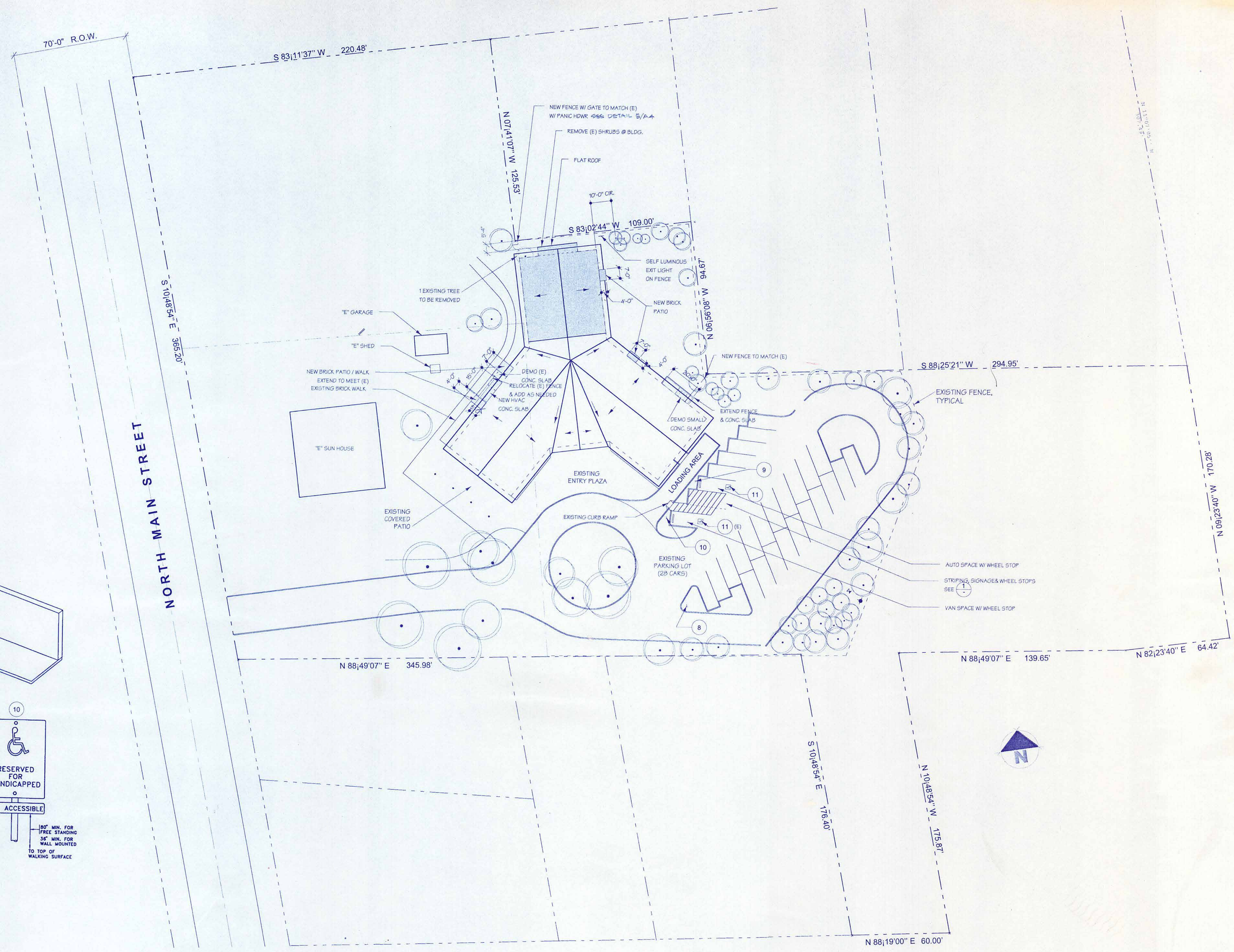
- HP-1 HEAT PUMP UNIT : CARRIER 38YCW060,60 MBH COOLING & HEATING CAPACITY,25 FLA,220/3/60 WITH TIME GUARD,LOW AMBIENT CONTROL, FILTER-DRYER,CRANKCASE HEATER,LIQUID SOLENOID VALVE & DX PIPING KIT,WEIGHT = 300#
- HP-2
- FC-1 FAN-COIL UNIT : CARRIER FC4B060,2000 CFM @ .3" ESP,3/4 HP,220/1/60 WITH HORIZONTAL MOUNTING KIT & FILTER,WEIGHT = 150#
- FC-2
- H HUMIDIFIER : CARRIER 49FH
- IH INTAKE HOOD : GREENHECK GRS-12 WITH SLOPED ROOF CURB
- CD-1 CEILING DIFFUSER : SHOEMAKER CB40 WITH OBD
- CD-2 CEILING DIFFUSER : SHOEMAKER CB30 WITH OBD
- CD-3 CEILING DIFFUSER : SHOEMAKER CB20,2 WAY CORNER WITH OBD
- RG RETURN GRILLE : SHOEMAKER 600
- SR SUPPLY REGISTER : SHOEMAKER 903 WITH OBD
- L LOUVER : SHOEMAKER 4500 WITH BAKED ENAMEL FINISH & BUG SCREEN



PROJECT NAME		Grace Hudson Museum Addition		DATE	6-8-00						
PROJECT ADDRESS		431 South Main Street		Building Permit #							
PRINCIPAL DESIGNER		James Morel		TELEPHONE	415-541-9323						
DOCUMENTATION AUTHOR		James Putney		TELEPHONE	415-541-9323						
DATE OF PLANS		6-8-00		BUILDING COVERED FLOOR AREA							
BUILDING TYPE		NONRESIDENTIAL		HIGH RISE RESIDENTIAL		HOTEL/MOTEL/LOBBY ROOM					
PHASE OF CONSTRUCTION		NEW CONSTRUCTION		ADDITION		ALTERATION		UNCONFINED (PER ANNUAL)			
METHOD OF MECHANICAL		PRESCRIPTIVE		PERFORMANCE		PROOF OF ENVELOPE COMPLIANCE		PREVIOUS ENVELOPE PERMIT		ENVELOPE COMPLIANCE ATTACHED	
This certificate of Compliance lists the building features and performance specifications needed to comply with Title 24, Part 6, and the California Code of Regulations. This certificate applies only to building mechanical requirements.											
The documentation preparer hereby certifies that the documentation is accurate and complete.											
DOCUMENTATION AUTHOR				James Putney		SIGNATURE		DATE		6-8-00	
The Principal Mechanical Designer hereby certifies that the proposed building design represented in this set of construction documents is consistent with the other construction forms and documents, with the specifications, and with any other calculations submitted with this permit application. The Principal Mechanical Designer shall be responsible for making the mechanical requirements specified in sections 110 through 115, 120 through 124, 125 through 142, 143 and 145.											
Please check one:											
☒ I hereby affirm that I am eligible under the provisions of Division 3 of the Business and Professions Code to sign this document as the person responsible for its preparation, and that I am a duly licensed, mechanical engineer or architect.											
☐ I affirm that I am eligible under the provisions of Division 3 of the Business and Professions Code by Section 5507.2 of the Business and Professions Code to sign this document as the person responsible for its preparation, and that I am a licensed contractor preparing documents for work that I have contracted to perform.											
☐ I affirm that I am eligible under the exemption in Division 3 of the Business and Professions Code by Section _____ of the Business and Professions Code to sign this document as the person responsible for its preparation, and for the following reason _____											
PRINCIPAL MECHANICAL DESIGNER				James Morel		SIGNATURE		DATE		6-8-00	
Indicate location on plans of Note Block for Mandatory Measures											



1 HANDICAPPED PARKING



WINDOW SCHEDULE

ITEM	MFR. CODE	STYLE / COMMENTS	ROUGH OPENING WD. x HT. (Verify)	THK
01	Custom Fixed Side-lite	from 3'-0" x 6'-8" true div. (10) lite dbl. glz. Fr. Dr. w/cut down side rails to 2'-6" & set fixed stain grd. jamb. by Simpson	(Verify)	1-3/4"
02	Fixed Glazing (same)	fill opening & match details of "E" fixed glazing	(Verify)	n/a
03	Fixed Glazing (same)	Match opening size & match details of "E" fixed glazing at exterior	(Verify)	n/a
04	Fixed Glazing WC-3060-2	fill opening & match details of "E" fixed glazing	(Verify)	n/a
05	WC-3060-2	Sierra Pacific true div. lite dbl. glz. casement w/primed exterior stain grd. interior, screens, & white hdw.	33" x 33" x 36-1/2" (approx. verify all)	n/a

Window Note 1: Door frame head height and trim conditions govern window frame head height. Window sill framing should be adjusted accordingly to allow for interior & exterior trim alignment. Verify unit dimensions etc. with Door Mfr.

Window Note 2: (T) Designation at window symbol means tempered glass. Contractor must verify all required tempered glazing requirements per UBC 2406.4, have been satisfied.

Window Note 3: Contractor is responsible for verifying all rough openings with the manufacturer and insuring that framing openings and conditions are appropriate prior to ordering units.

DOOR SCHEDULE

ITEM	MFR. CODE	STYLE / COMMENTS	ROUGH OPENING WD. x HT. (Verify)	THK
01	3'-0"x6'-8"	EXTERIOR FRENCH DOOR OUTSWING PAIR, TEMPERED GLASS	6'-3"x6'-10 1/2"	1 3/4"
02	3'-0"x8'-0"	INTERIOR FRENCH DOOR OUTSWING PAIR, TEMPERED GLASS	6'-0"x8'-2 1/2"	1 3/4"
03	3'-0"x7'-0"	INTERIOR DOOR SWING PAIR	6'-3"x7'-2 1/2"	1 3/4"
04	3'-0"x7'-0"	INTERIOR DOOR SWING PAIR	6'-3"x7'-2 1/2"	1 3/4"
05	3'-0"x7'-0"	INTERIOR FLAT SLAB	6'-3"x7'-2 1/2"	1 3/4"
06	3'-0"x7'-0"	INTERIOR DOOR SWING PAIR	6'-3"x7'-2 1/2"	1 3/4"
07	2'-0"x7'-0"	INTERIOR DOOR SWING PAIR	4'-3"x7'-2 1/2"	1 3/4"
08	3'-0"x6'-8"	EXTERIOR FLAT SLAB	3'-3"x6'-10 1/2"	1 3/4"

Door Note 1: All glazed doors to be safety glazed per UBC 2406.4.

Door Note 2: Contractor is responsible for verifying all rough openings with the manufacturer and insuring that framing openings and conditions are appropriate prior to ordering units.

ROOM FINISH SCHEDULE

ROOM NAME	FLR.	BASE	WALL	CLG.	COMMENTS
Collection Storage "A"	CONC-1	n/a	n/a	n/a	
Collection Storage "B"	CONC-1	WD-2	E-2	E-2	
Haylon	CONC-1	n/a	n/a	n/a	
Receiving	CONC-1	n/a	n/a	n/a	
Research	C-1	E-2	E-2	NP	
Receiving Hallway	CONC-1	E-2	E-2	NP	
Gift Shop	C-1	WD-1	GB-1	n/a	
Staff Restroom	C-1	E-2	GB-1	NP	
Workroom	CONC-1	WD-2	E-2	E-2	
Workroom Storage	CONC-1	WD-2	E-2	E-2	
Admin. Rm.	C-1	WD-1	GB-1	GB-1	
Director	C-1	WD-1	GB-1	GB-1	
Lobby	C-1	WD-1	GB-1	n/a	Exhibit "A" Lobby walls plwvd. bkg.
Reception	C-1	WD-1	GB-1	n/a	New walls plywd. bkg.
Exhibit "A"	C-1	WD-1	GB-1	n/a	All walls plywd. bkg.
Exhibit "B"	C-1	WD-1	GB-1	GB-1	
Exhibit "C"	C-1	WD-1	GB-1	GB-1	
Exhibit "D"	C-1	WD-1	GB-1	GB-1	
Exhibit "B" Storage	C-1	WD-2	GB-1	GB-1	
Conference Rm.	C-1	WD-1	GB-1	NP	
Conference Rm. Storage	C-1	E-2	E-2	E-2	
Restroom Hallway	n/a	E-2	E-2	NP	
Electrical	n/a	n/a	E-2	n/a	
Kitchen	n/a	n/a	E-2	n/a	
Women's Restroom	V-1	n/a	E-2	NP	
Men's Restroom	V-1	n/a	E-2	NP	
Janitor	n/a	n/a	n/a	n/a	
Guild Office	n/a	n/a	n/a	n/a	
Meeting Rm.	n/a	n/a	E-2	NP	
Meeting Rm. Storage	n/a	WD-2	E-2	E-2	

I.D. FINISH MATERIAL

C Carpet:

GB Gypsum Board:

1. Smooth

V Vinyl:

1. Sheet w/ cove

CONC Concrete:

1. Existing

2. Steel Trowel / Smooth

WD Wood:

1. Stain Grade

2. Paint Grade

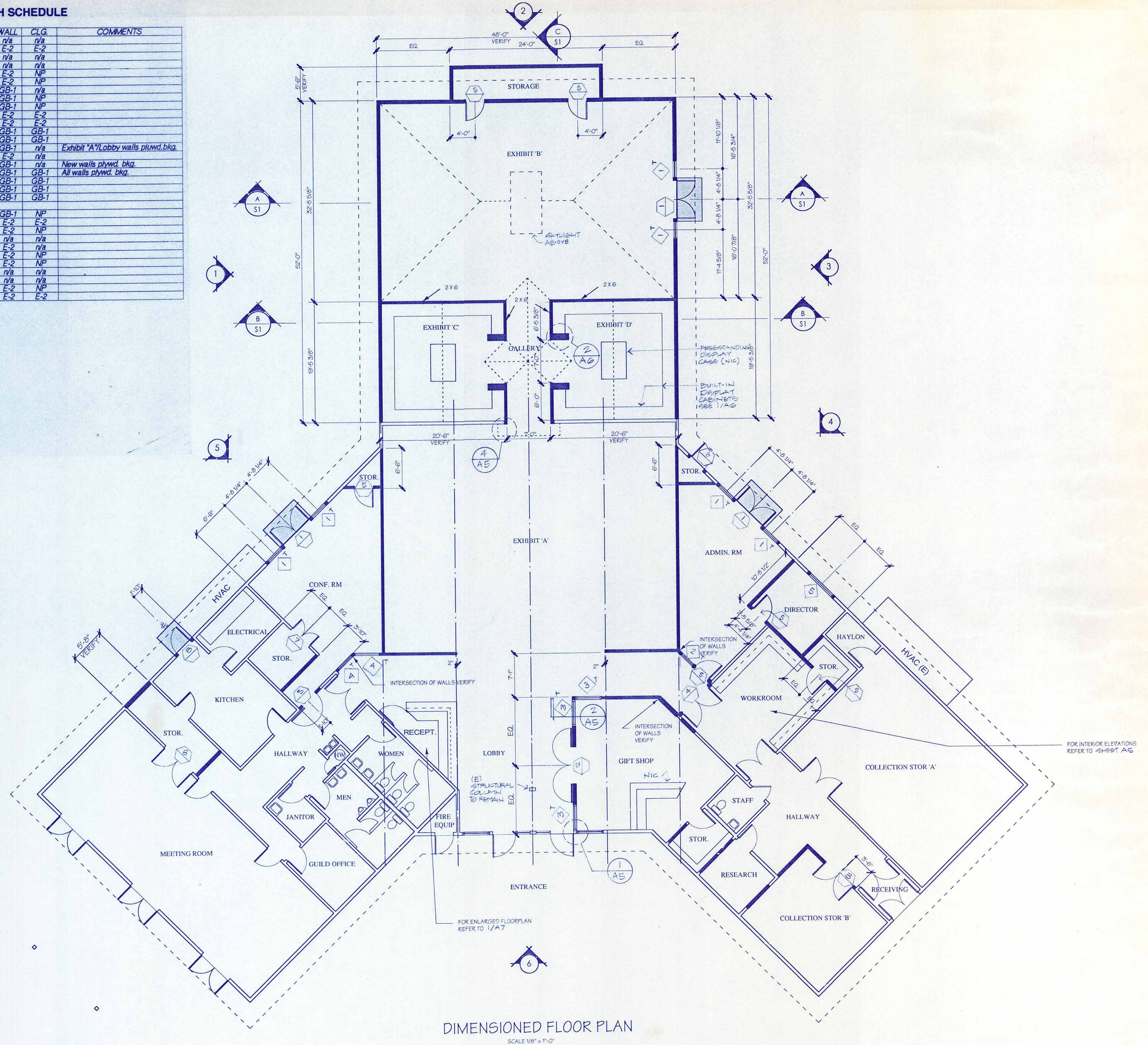
E Existing:

1. To Remain

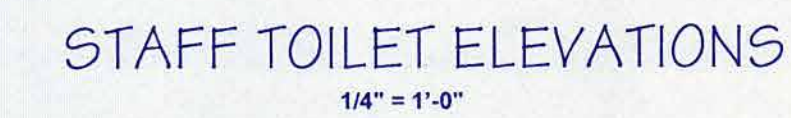
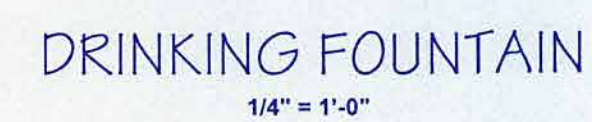
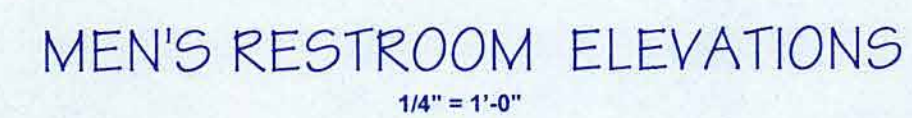
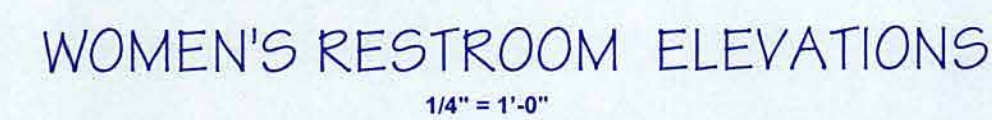
2. Repair & Paint

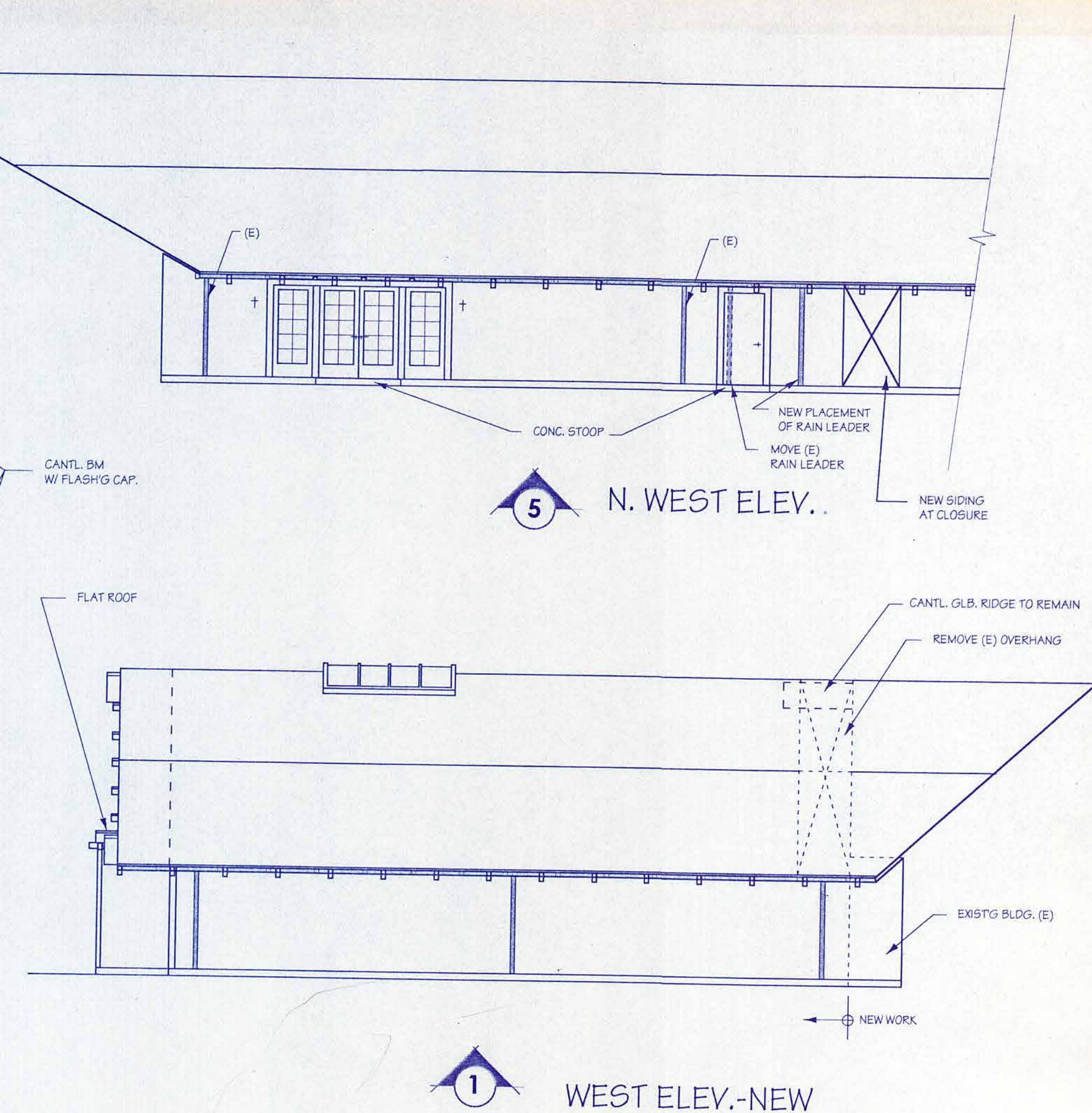
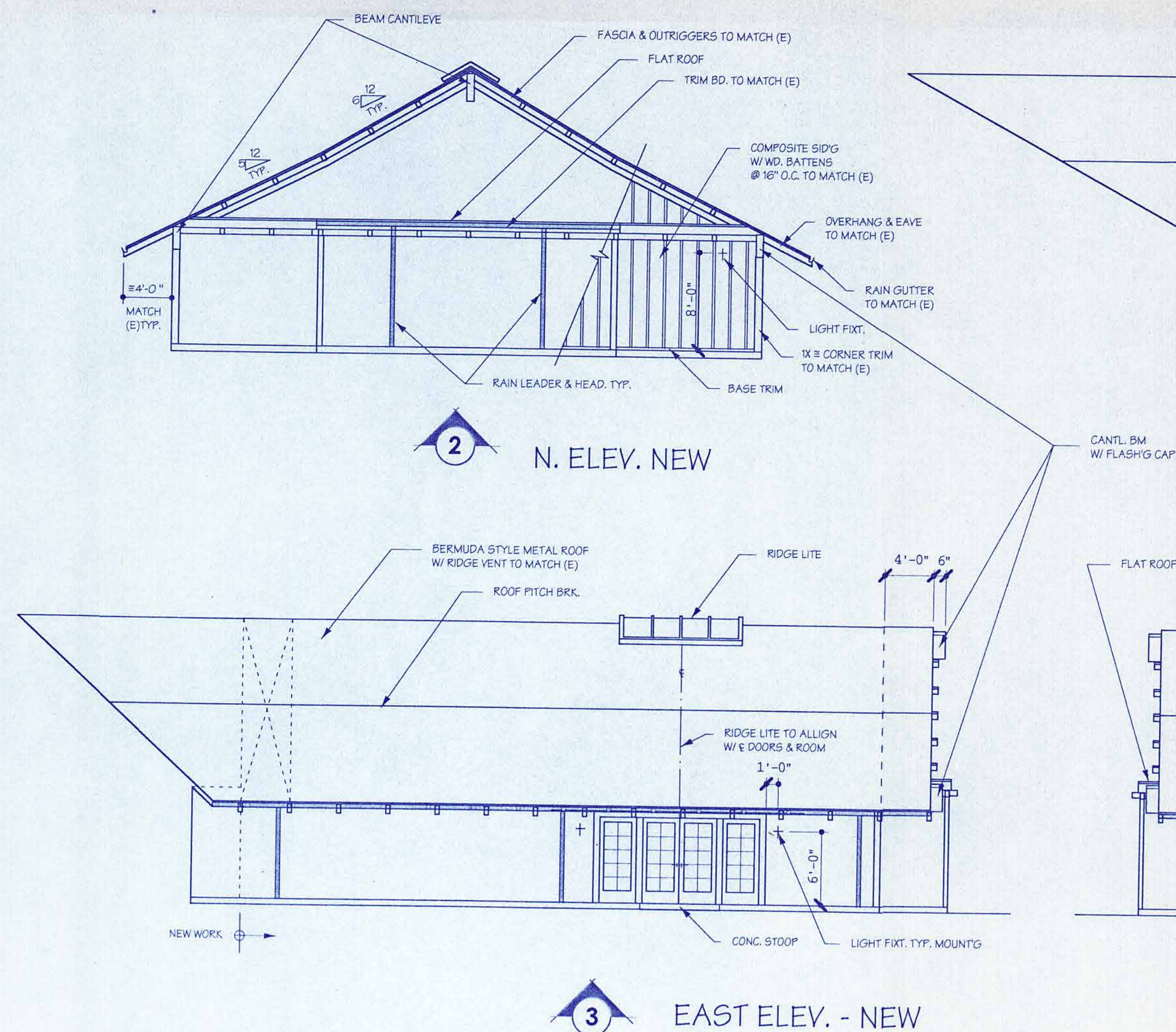
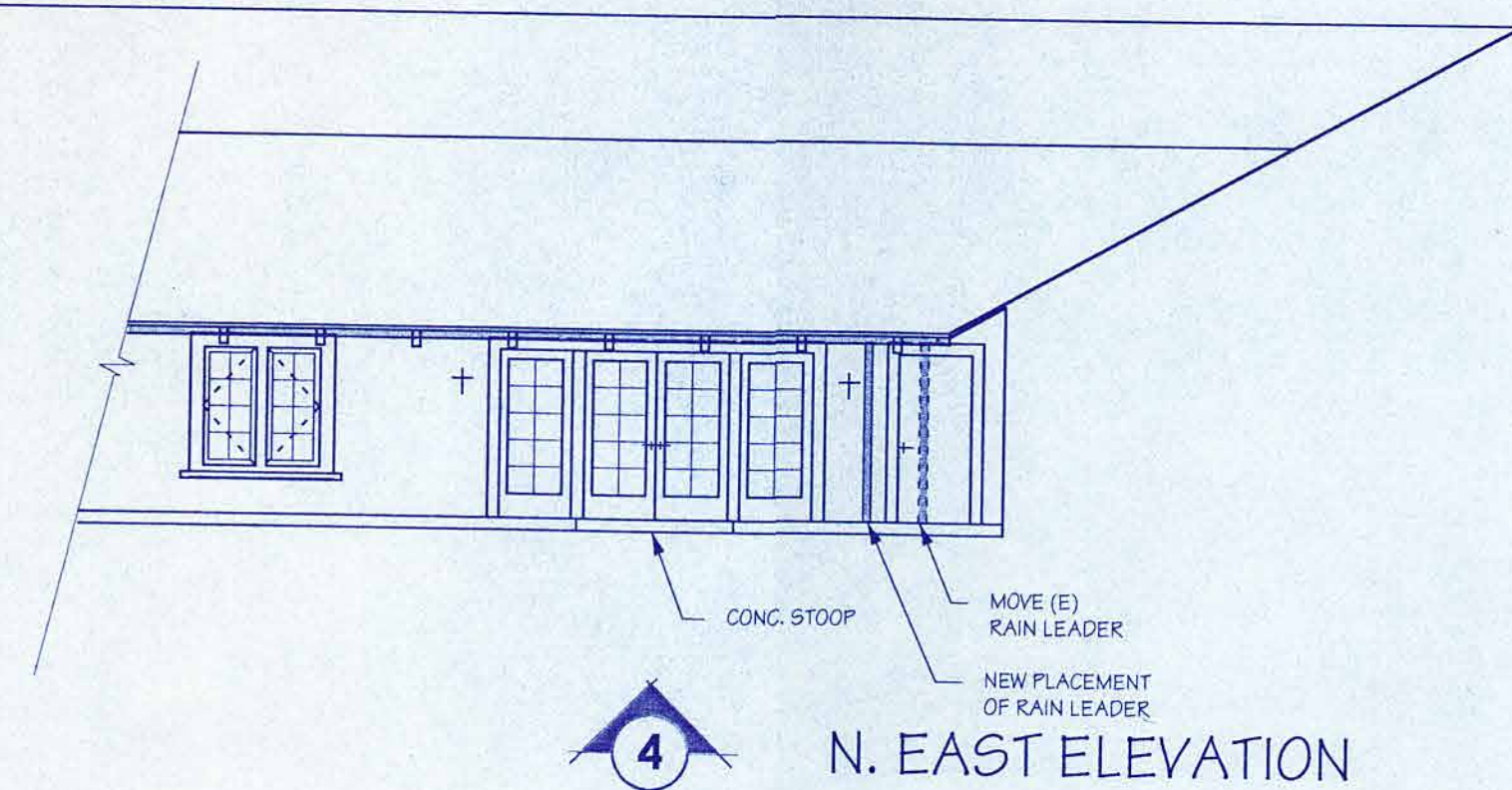
NP New Paint / including trim & doors

n/a No Work



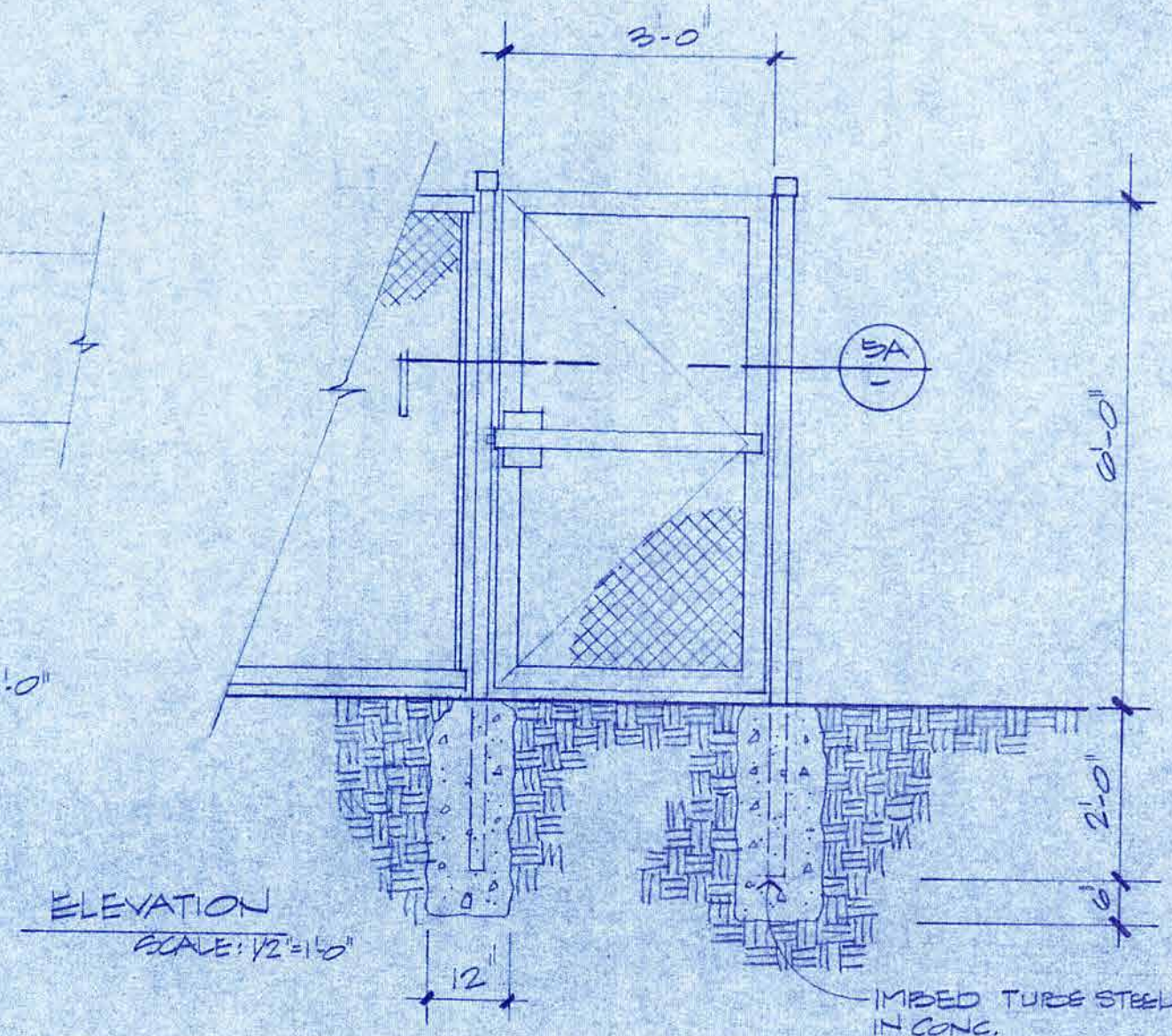
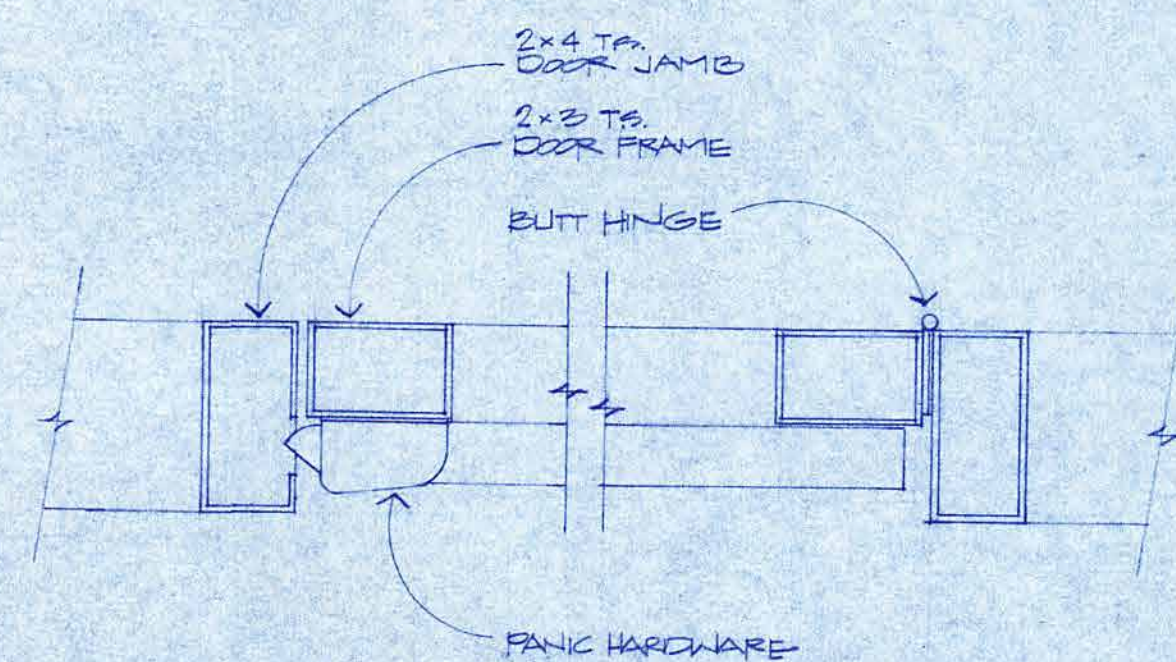
DIMENSIONED FLOOR PLAN
SCALE 1/8" = 1'-0"



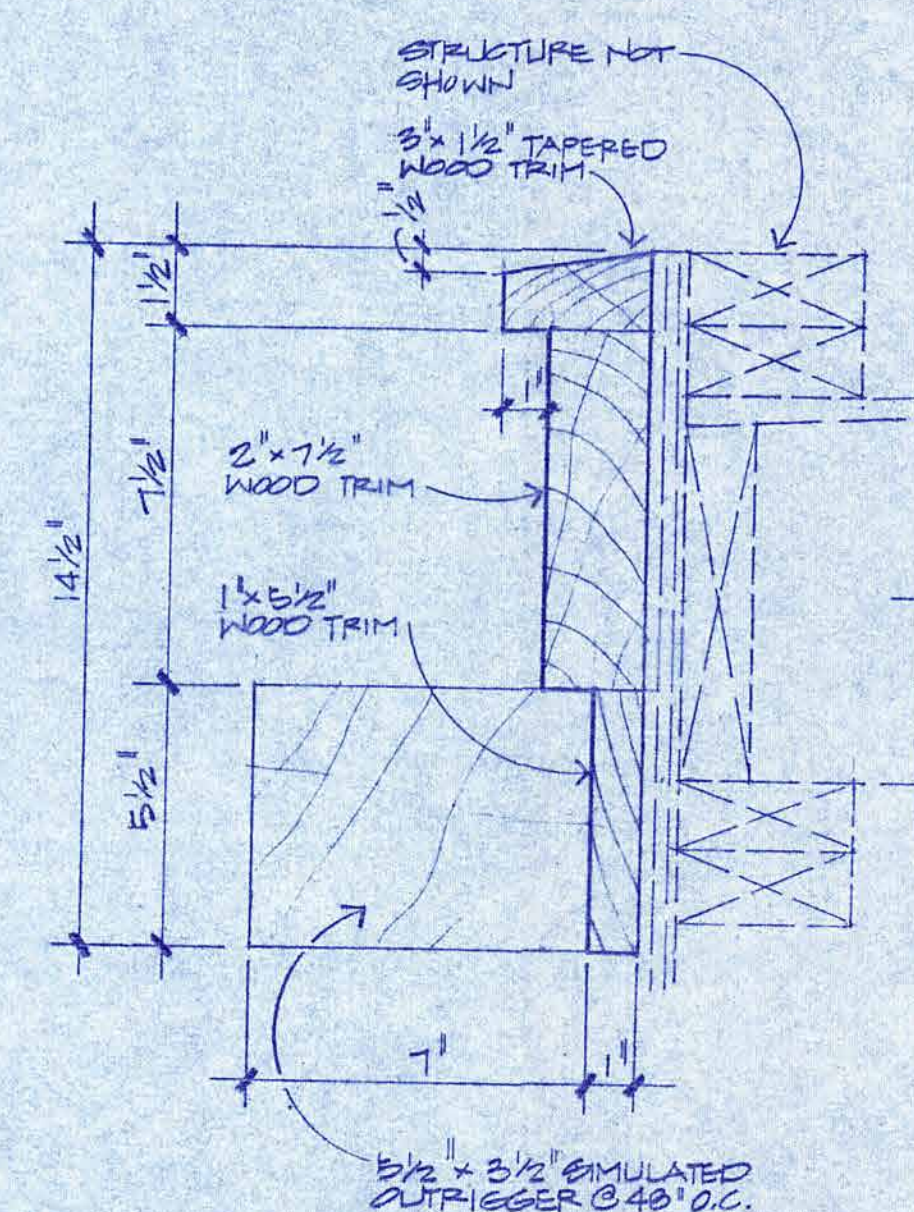


3 EAST ELEV. - NEW

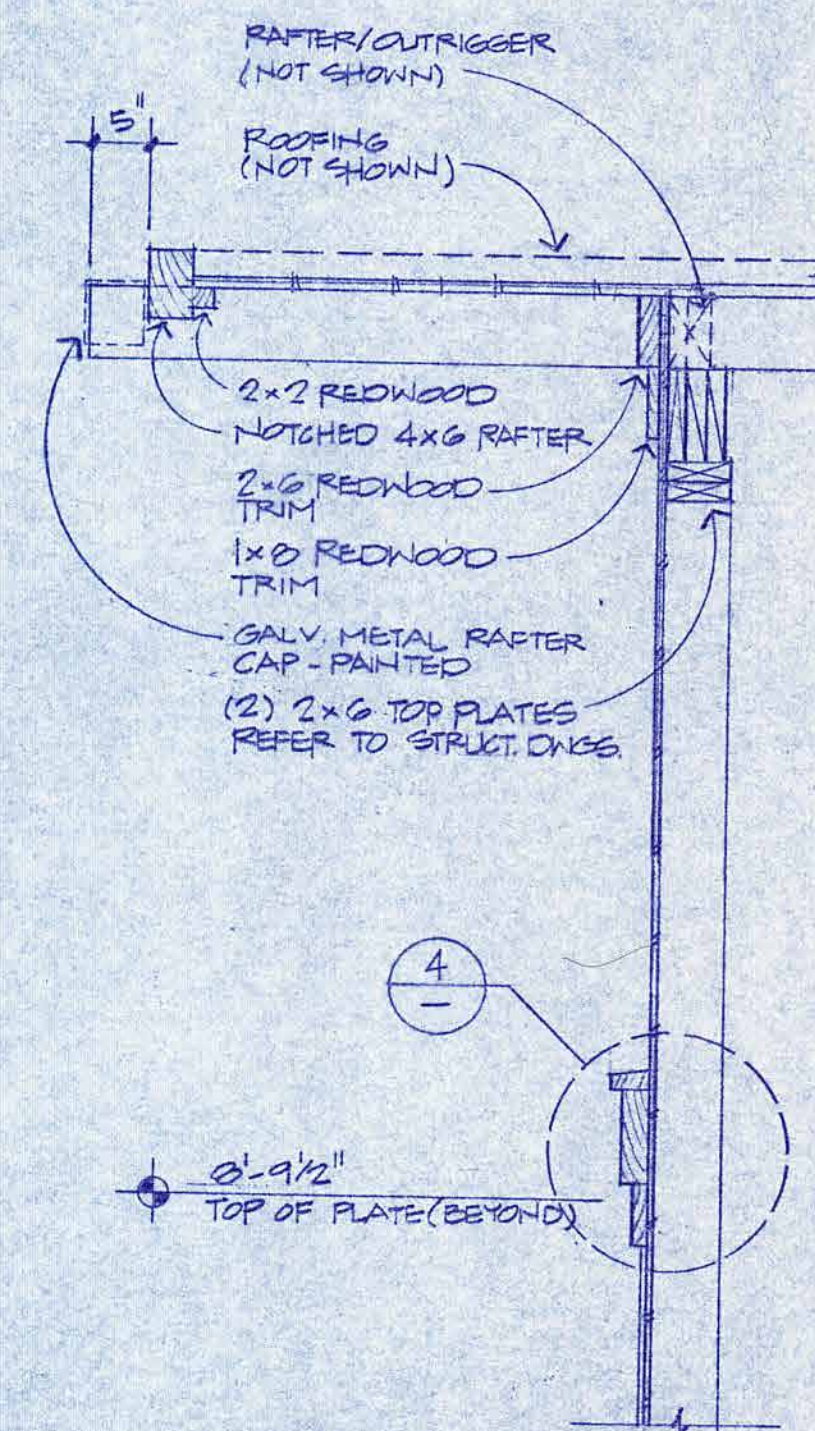
1 WEST ELEV.-NEW



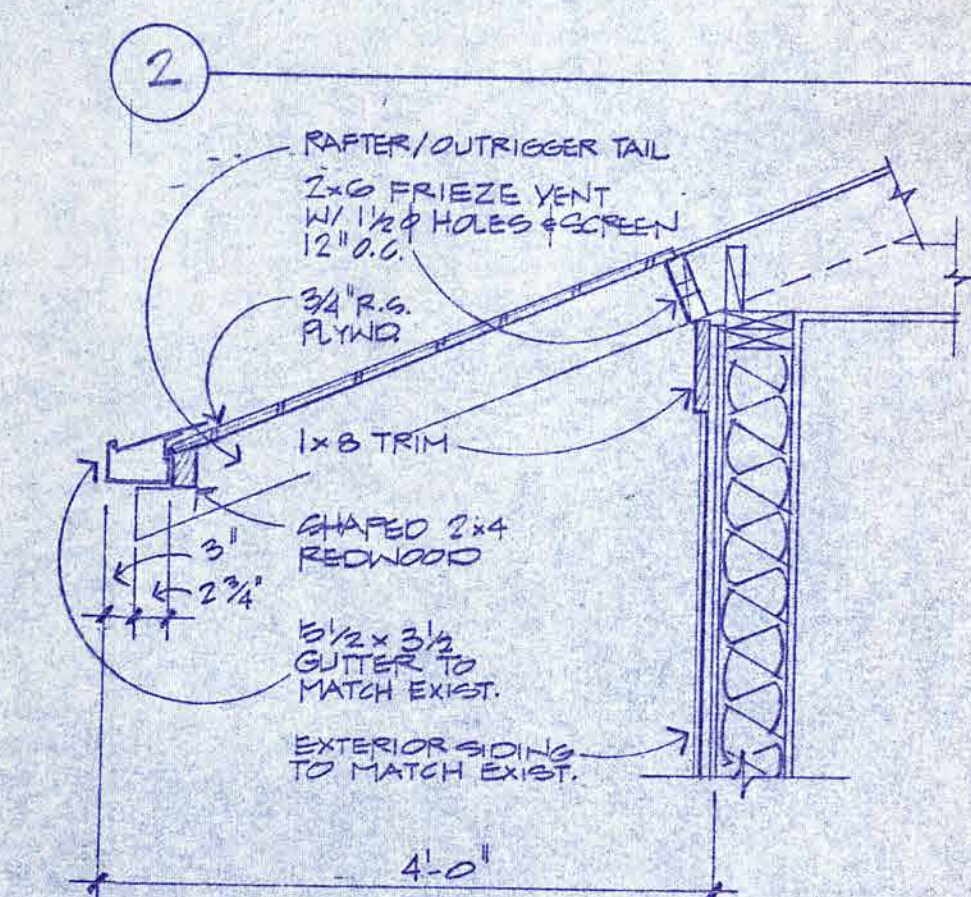
5 EXTERIOR GATE WITH PANIC HARDWARE



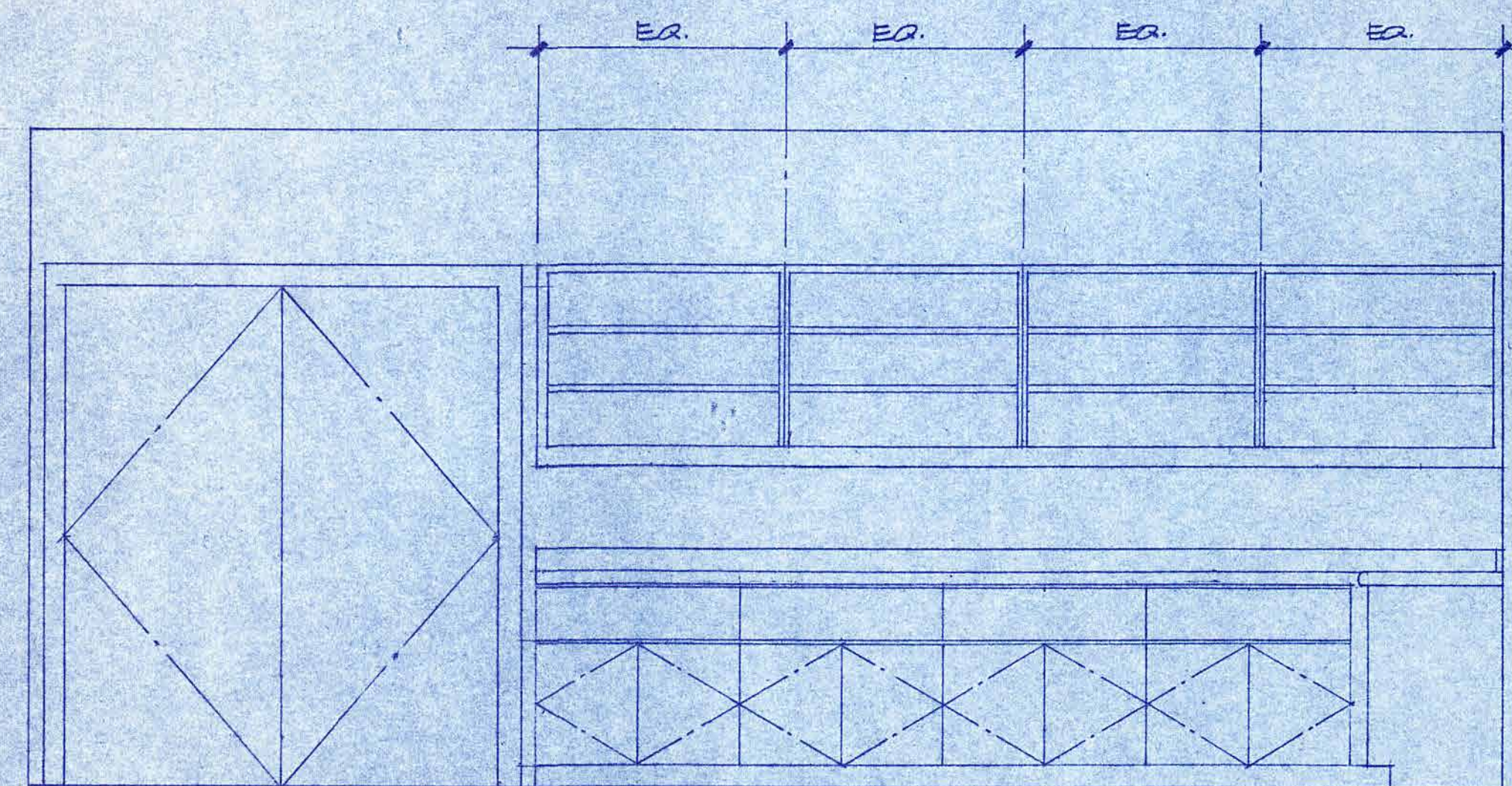
4 EXTERIOR TRIM DETAIL



3 TYPICAL RAKE CONDITION

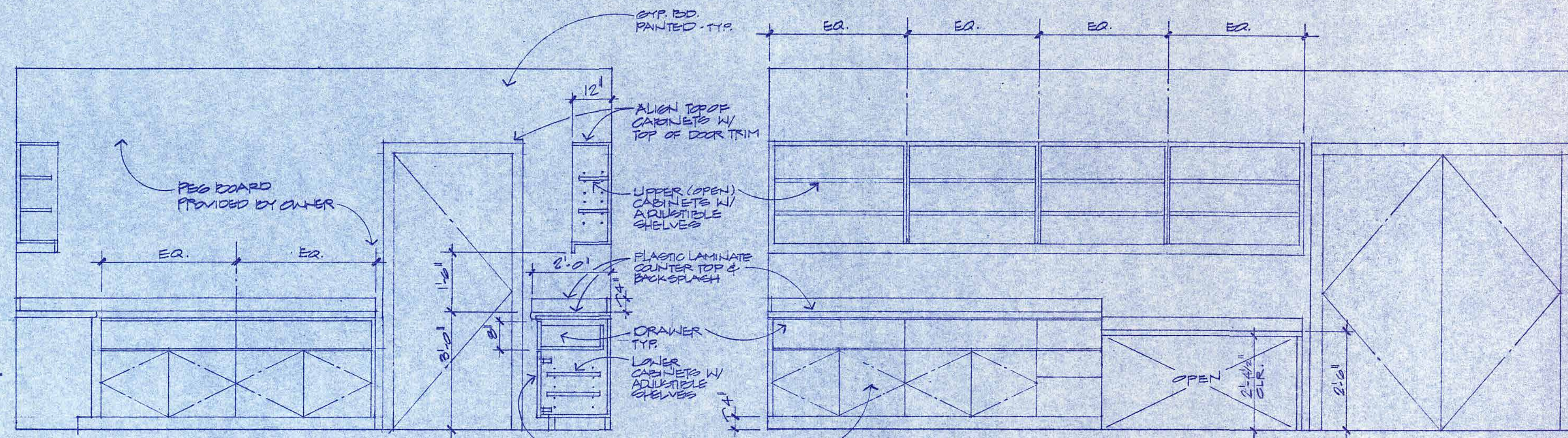


1 TYPICAL EAVE CONDITION



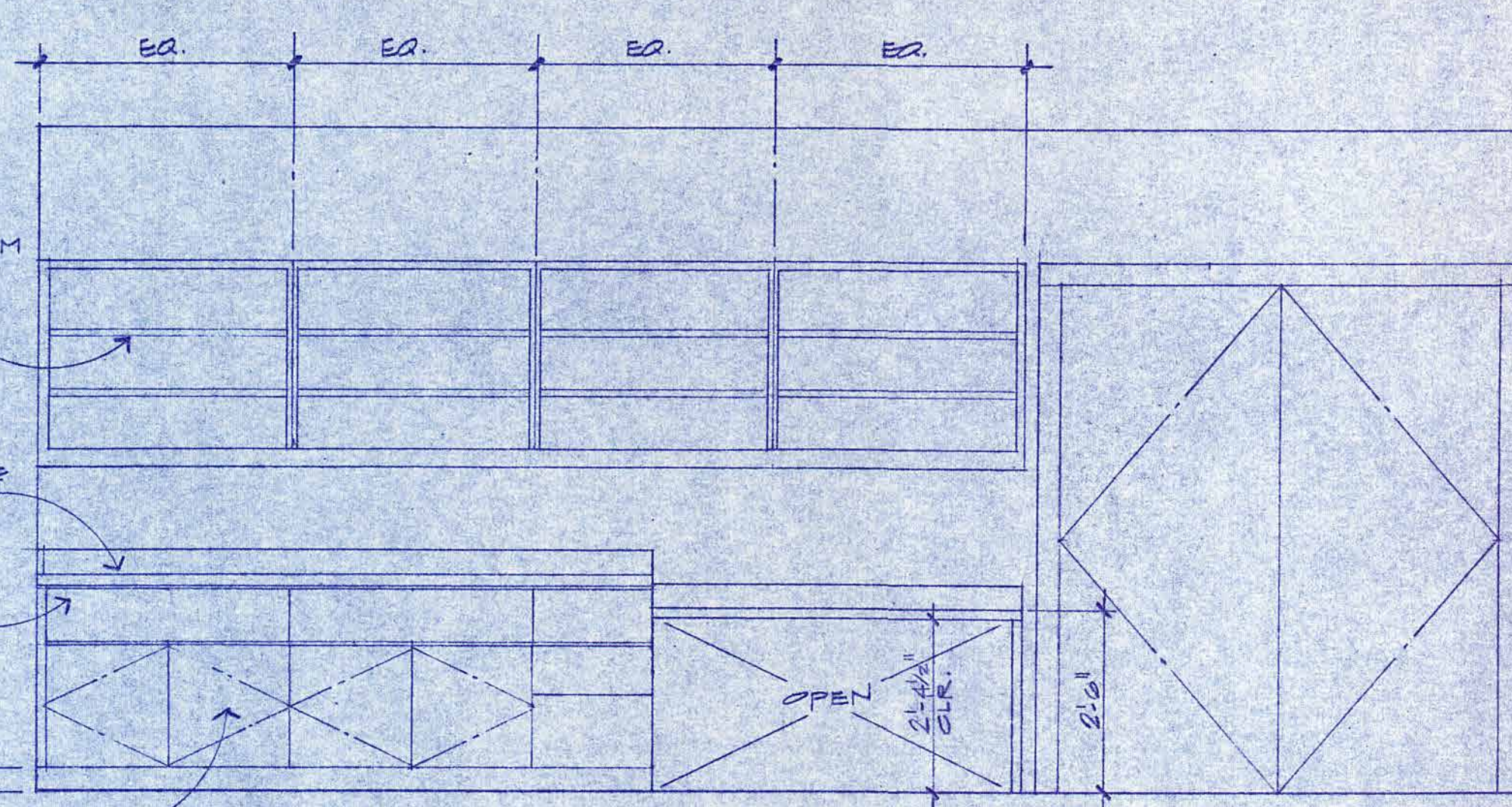
WORKROOM - NORTH WEST ELEVATION

1/2" = 1'-0"



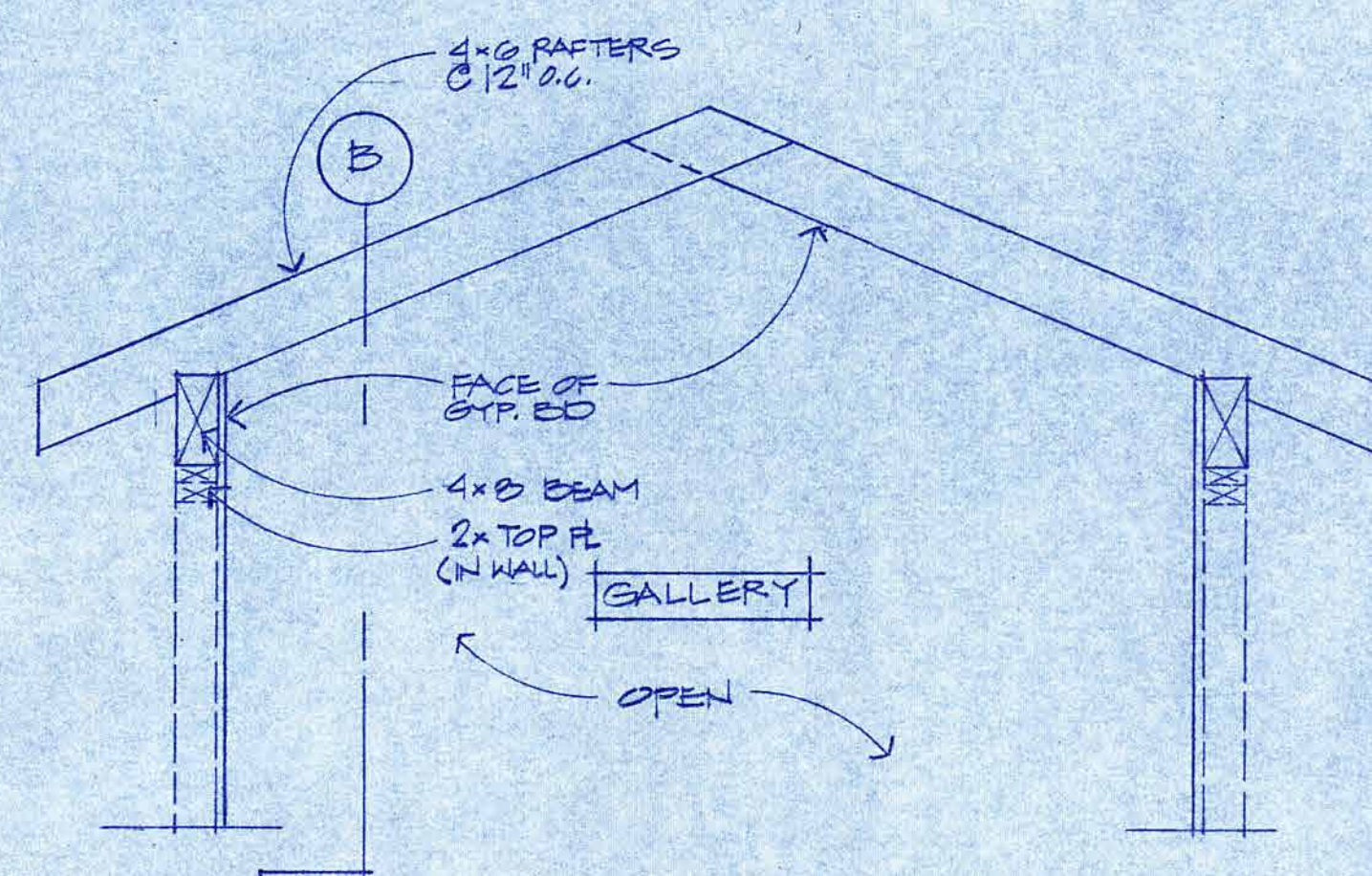
WORKROOM - NORTH EAST ELEVATION

1/2" = 1'-0"



WORKROOM - SOUTH EAST ELEVATION

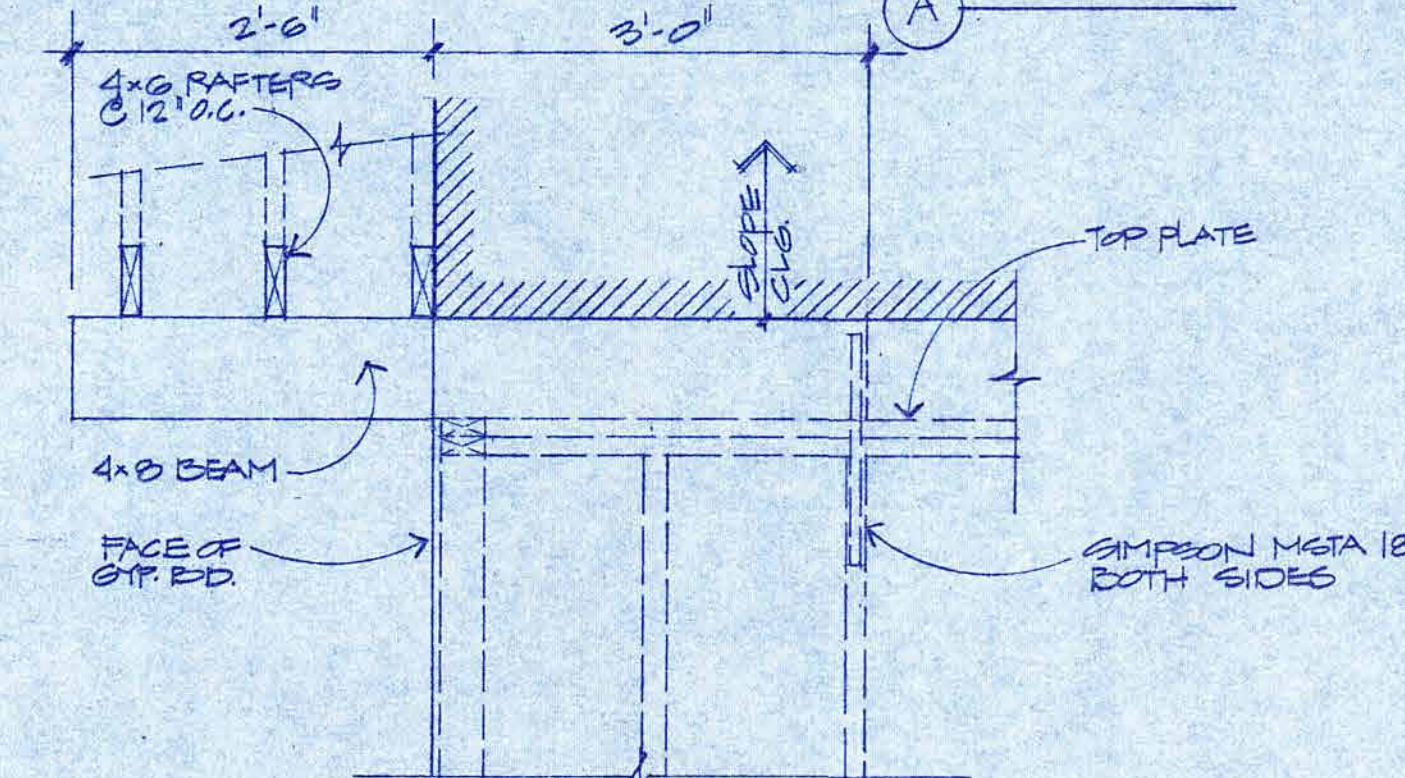
1/2" = 1'-0"



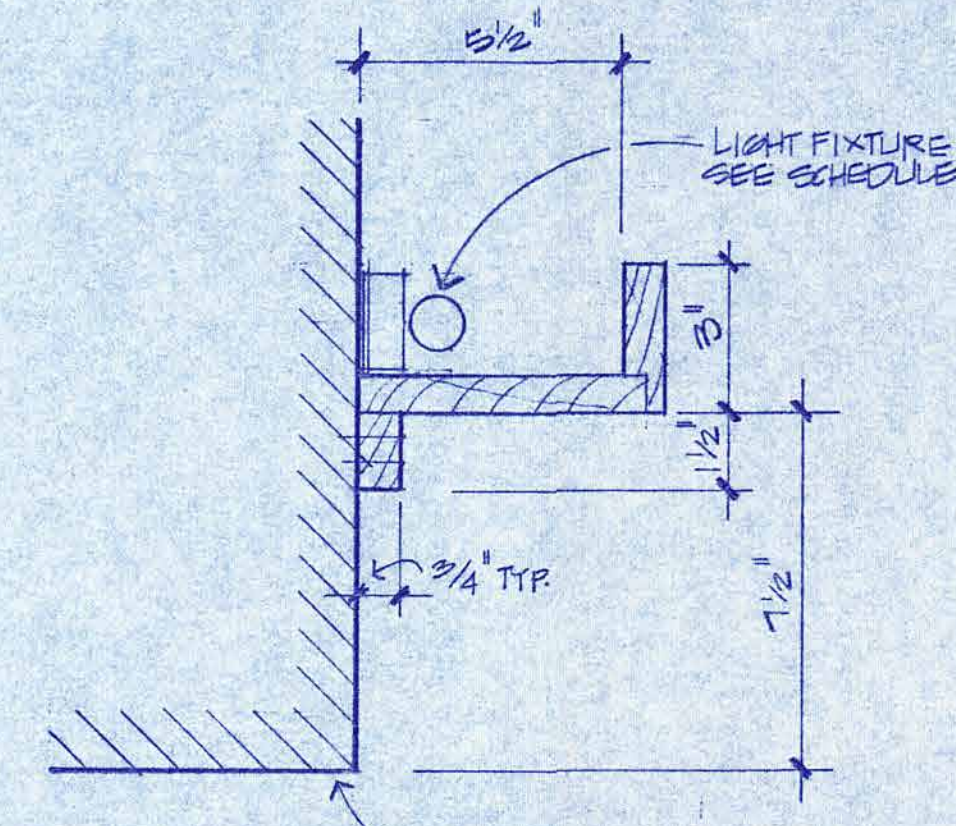
4 TRELLIS AT GALLERY 'A'

SCALE: 3/8" = 1'-0"

A ELEVATION

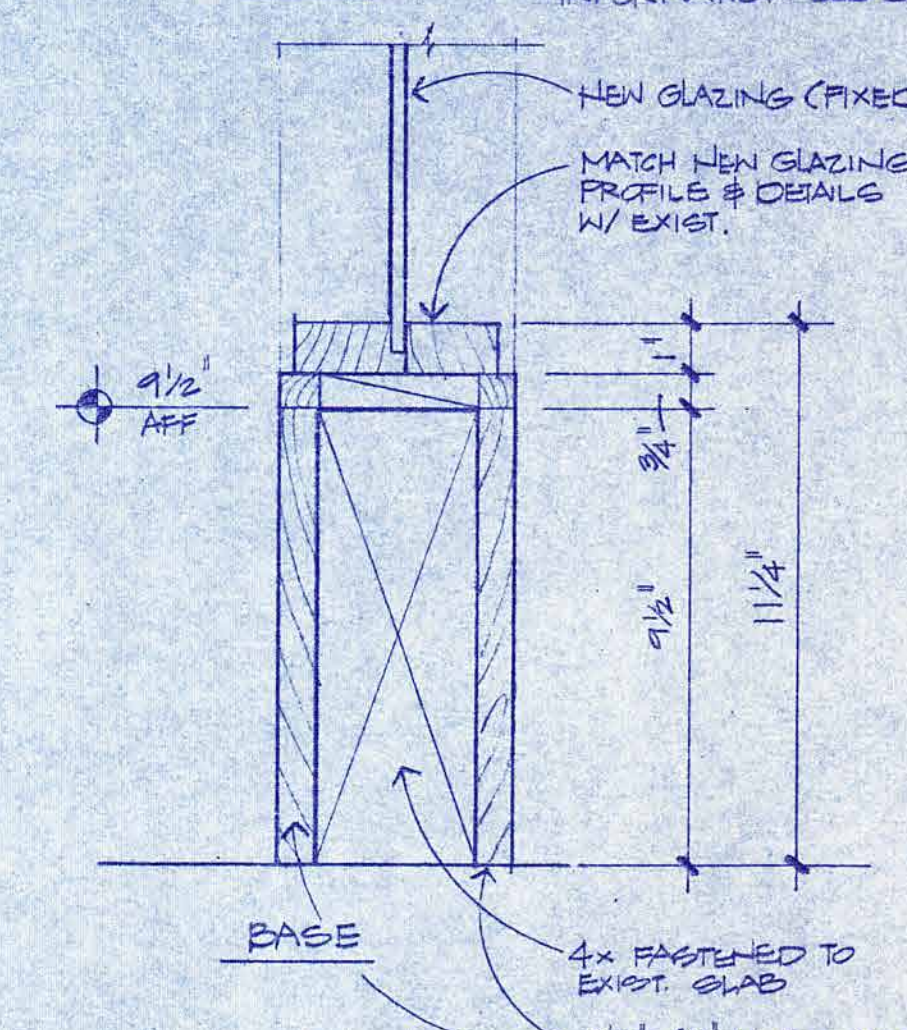
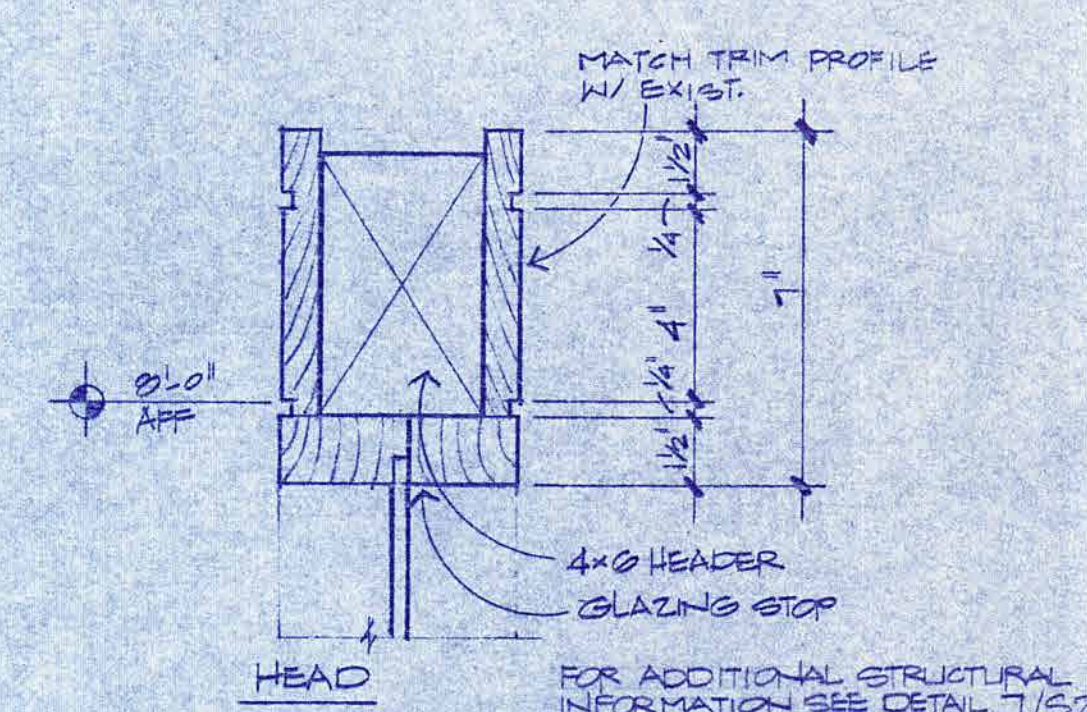


B SECTION



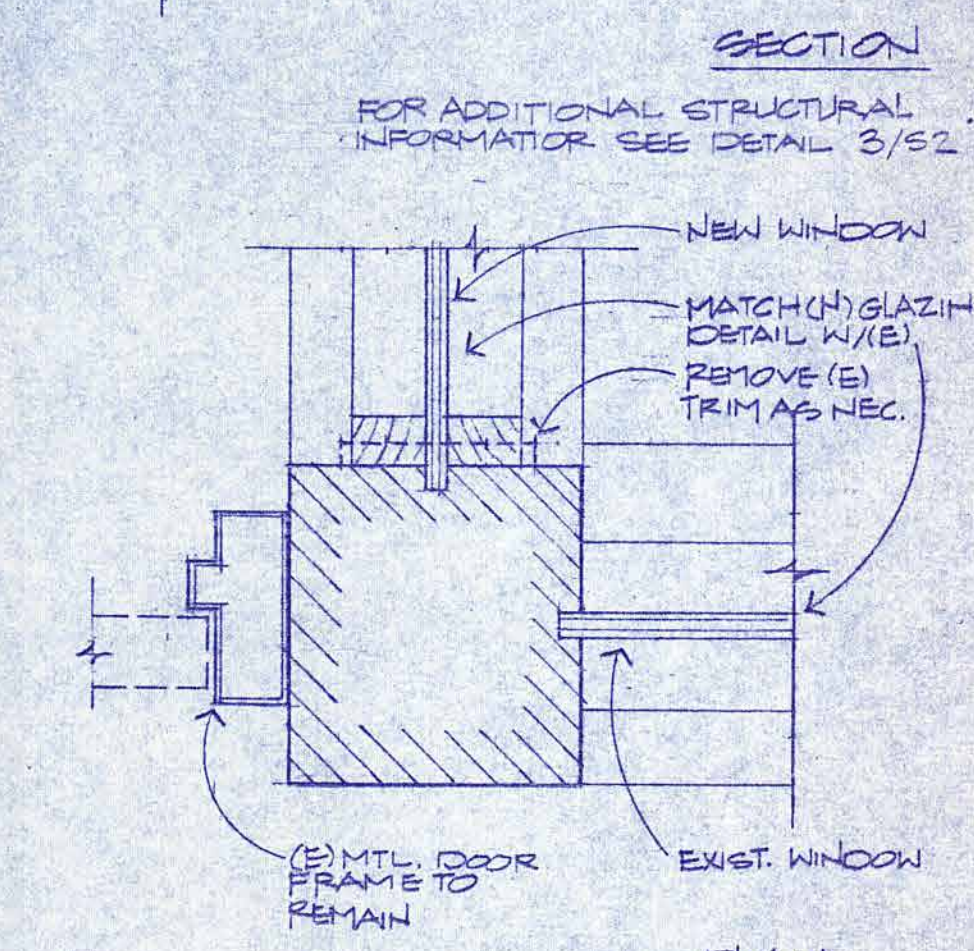
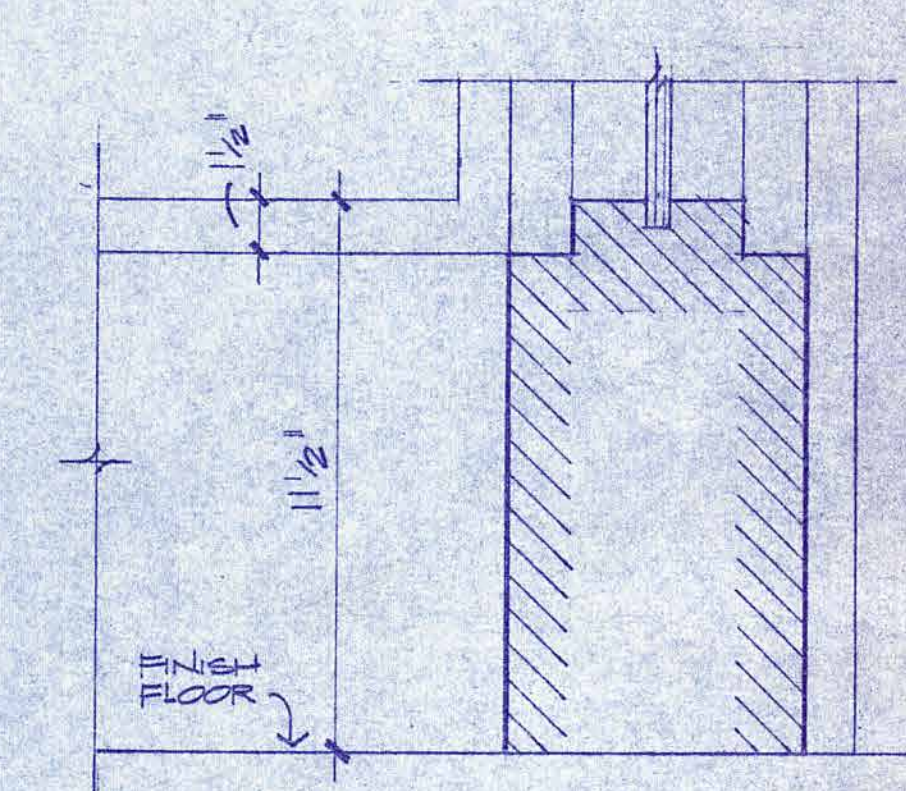
3 INDIRECT LIGHT DETAIL

SCALE: 3/8" = 1'-0"



2 NEW WINDOW CONDITION

SCALE: 3/8" = 1'-0"



1 GLAZING CONDITION @ CORNER

SCALE: 3/8" = 1'-0"

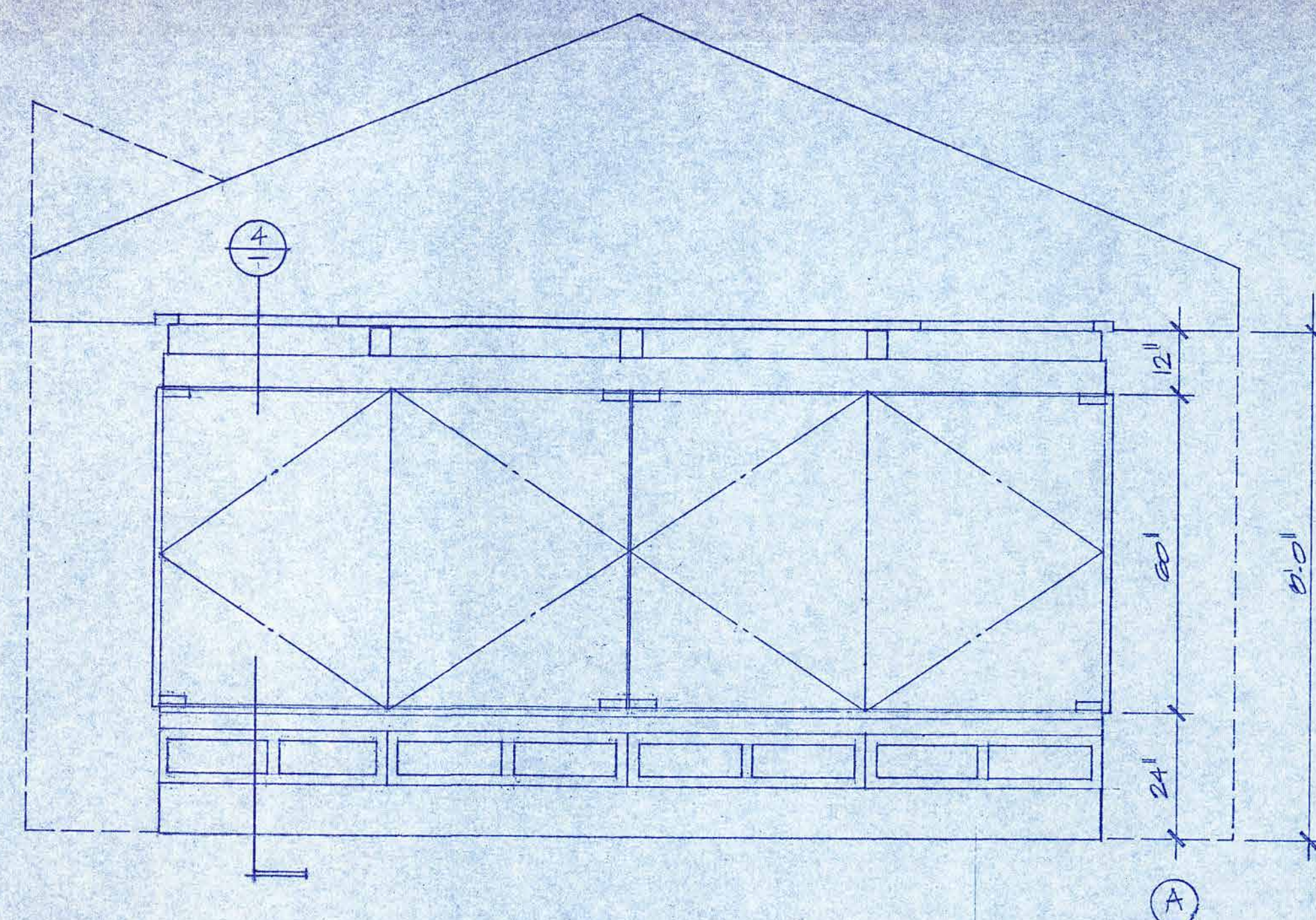


EXHIBIT 'D' - NORTH & SOUTH ELEVATION

SCALE: 1/2"=1'-0"

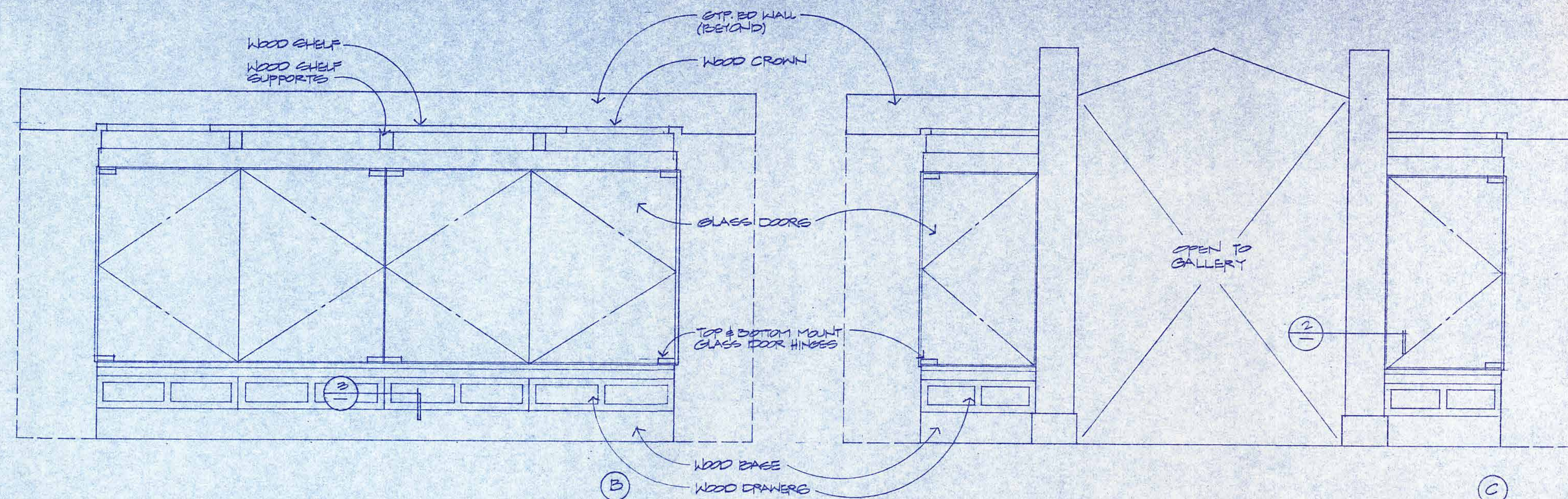
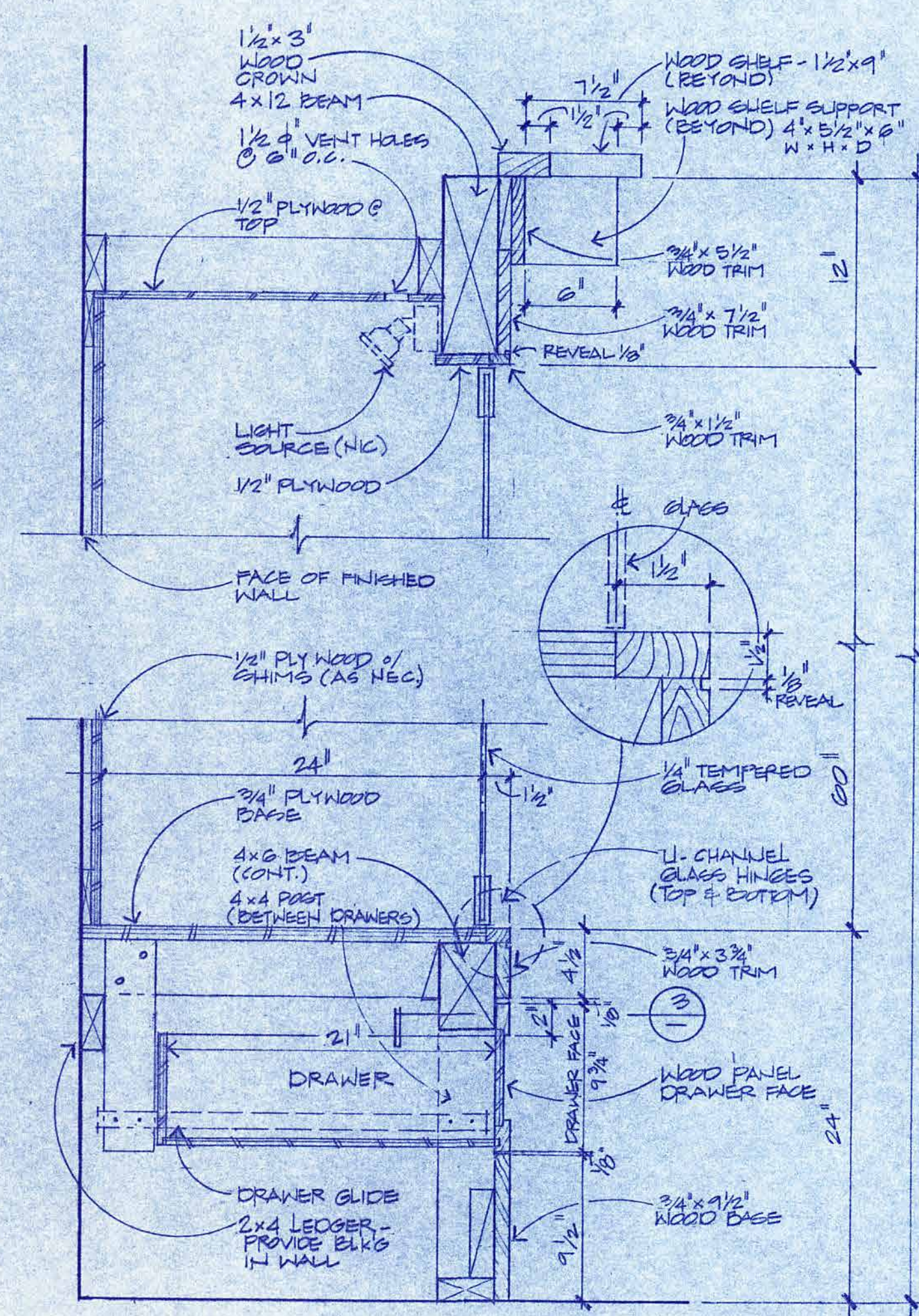


EXHIBIT 'D' - EAST ELEVATION

SCALE: 1/2"=1'-0"

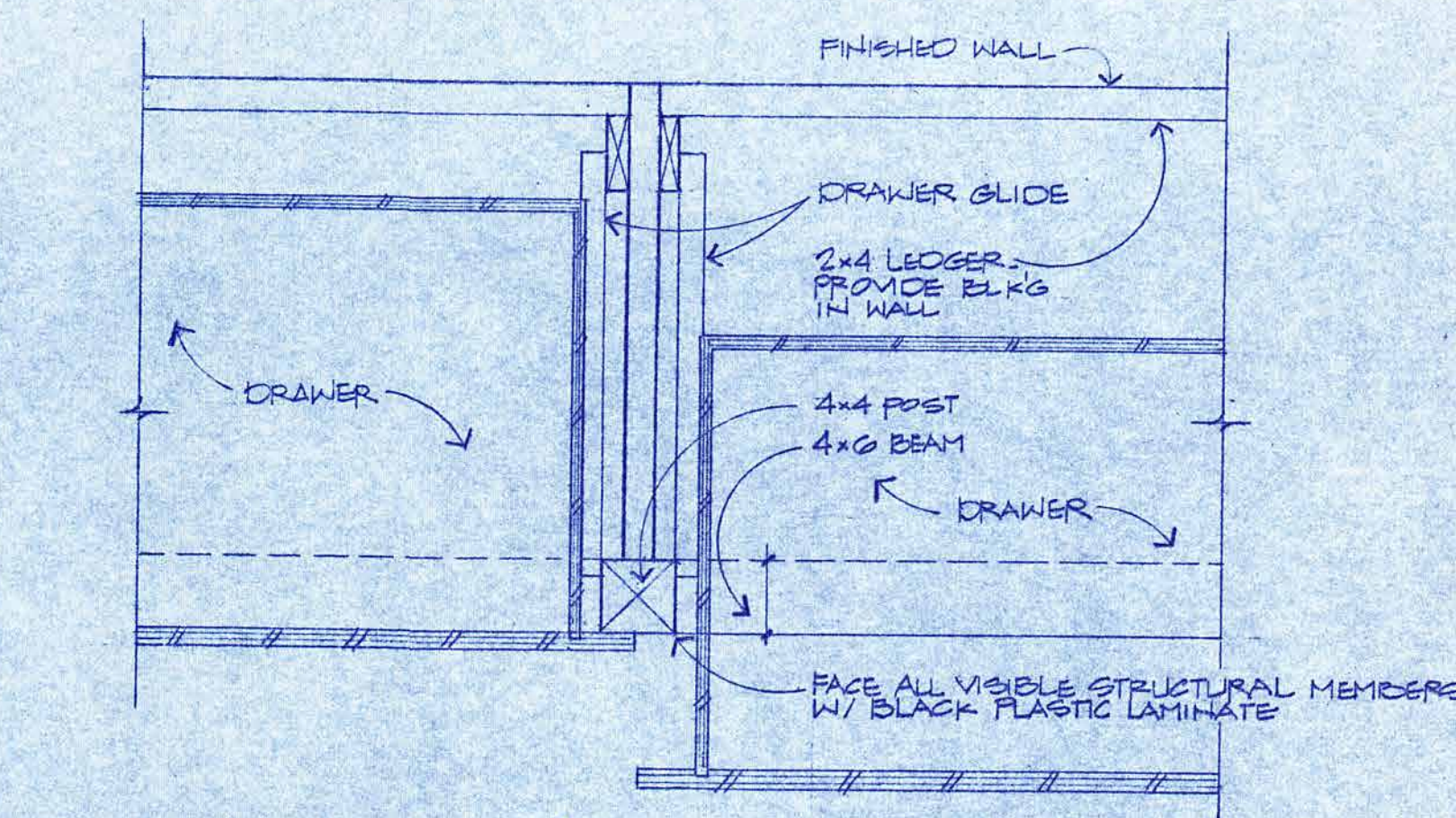
EXHIBIT 'D' - WEST ELEVATION

SCALE: 1/2"=1'-0"



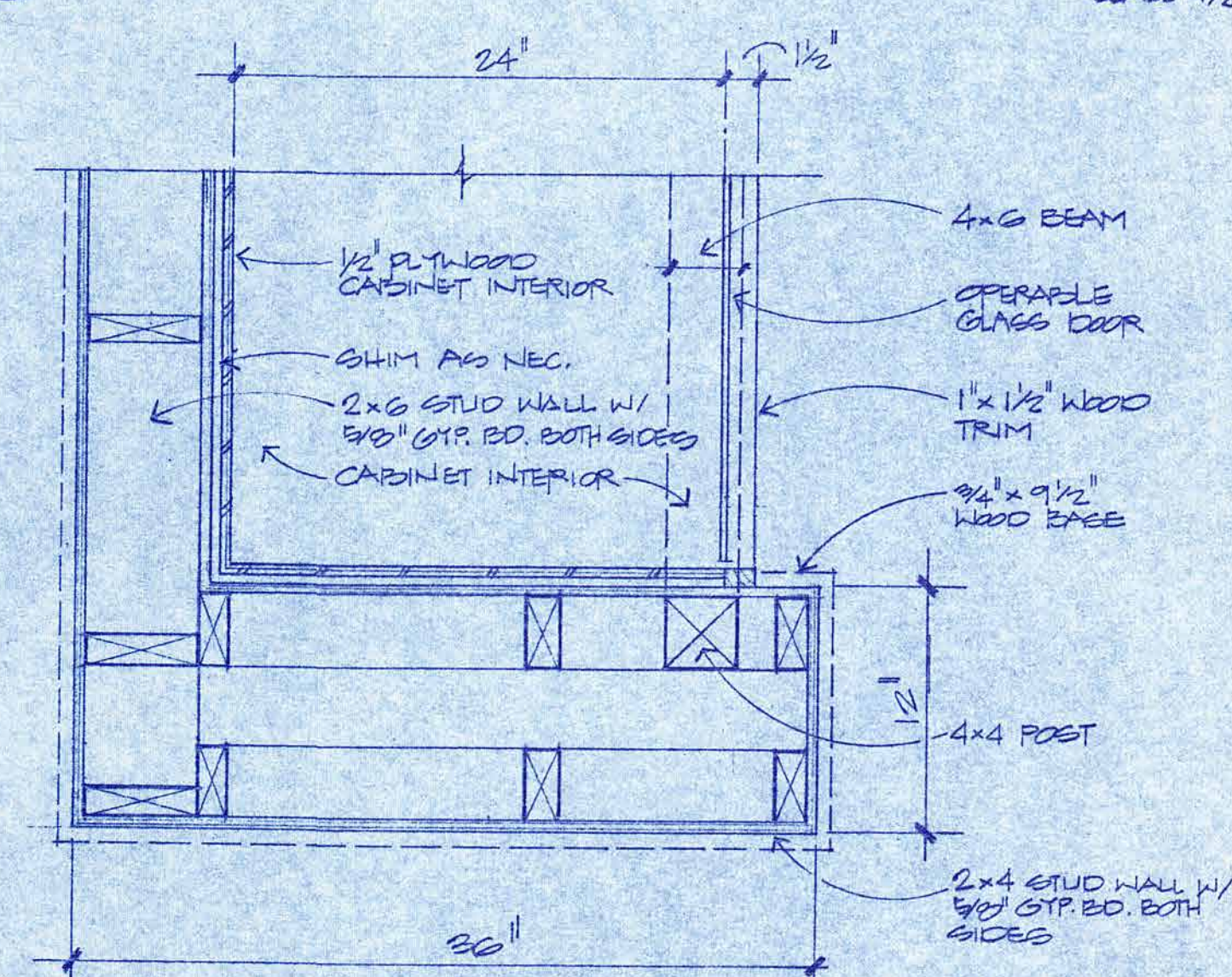
SECTION - DISPLAY CASE

SCALE: 1/2"=1'-0"



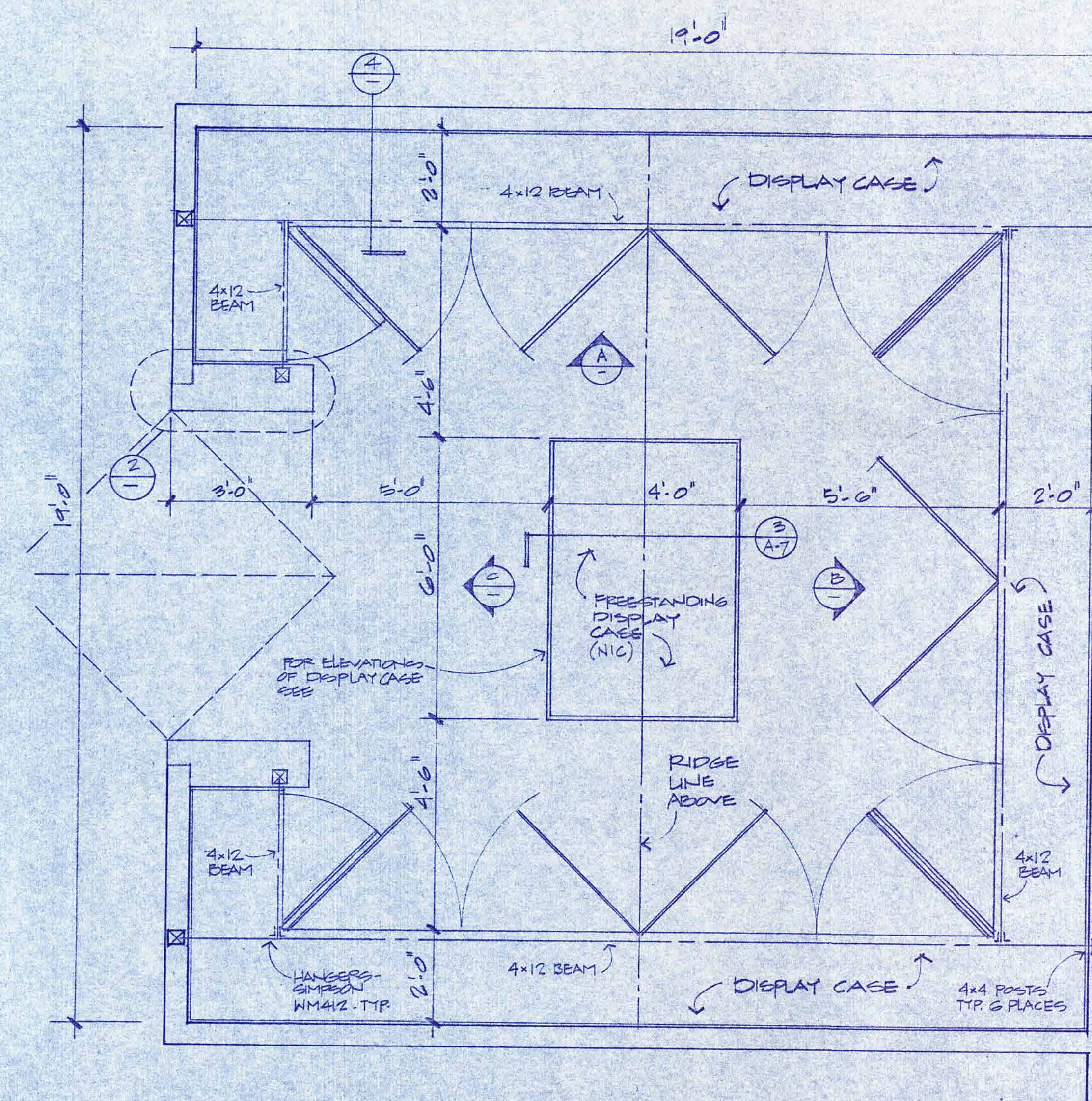
PLAN/SECTION - DISPLAY CASE DETAIL BETWEEN DRAWERS

SCALE: 1/2"=1'-0"



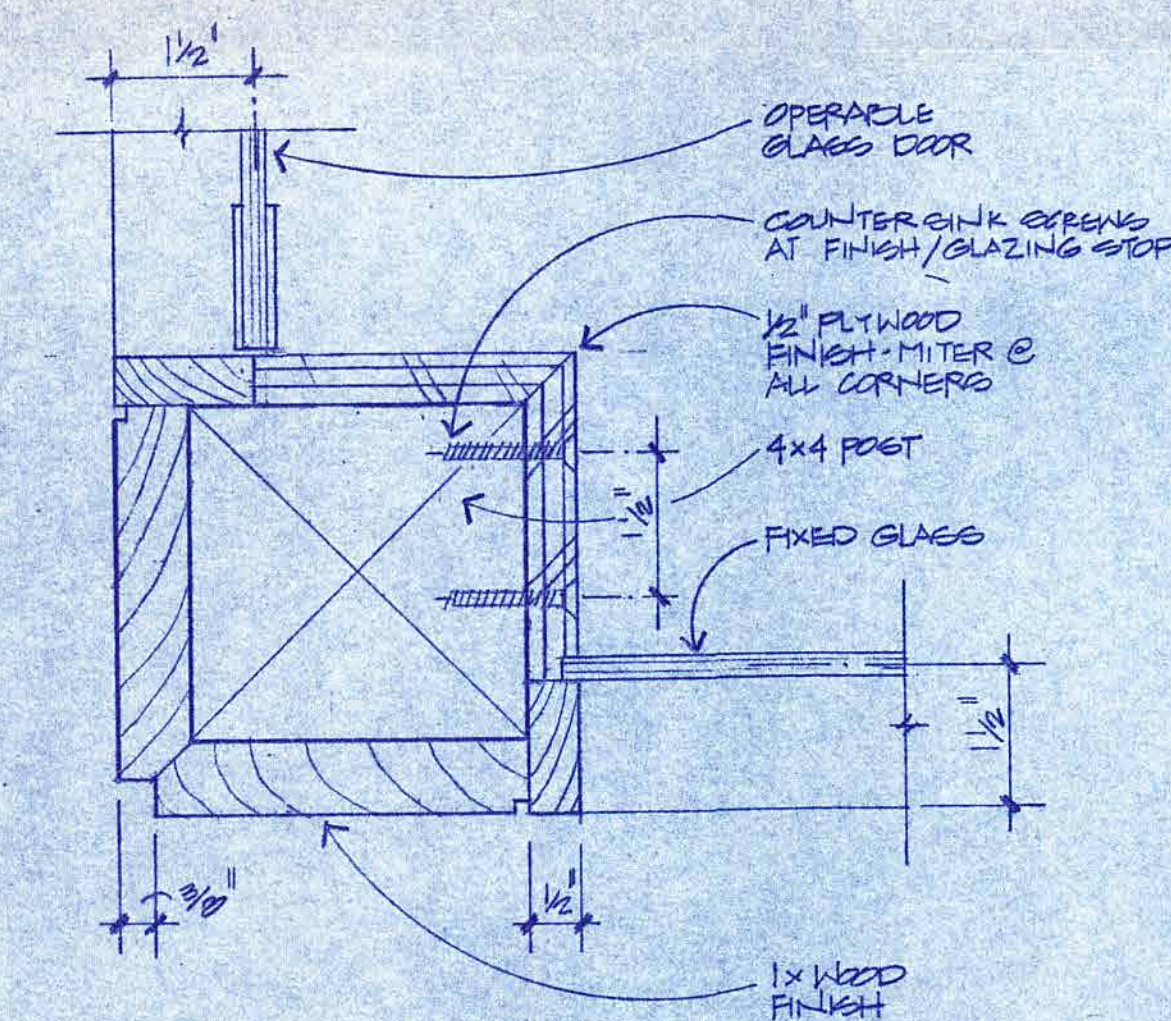
PLAN/SECTION - DISPLAY CASE END CONDITION

SCALE: 1/2"=1'-0"

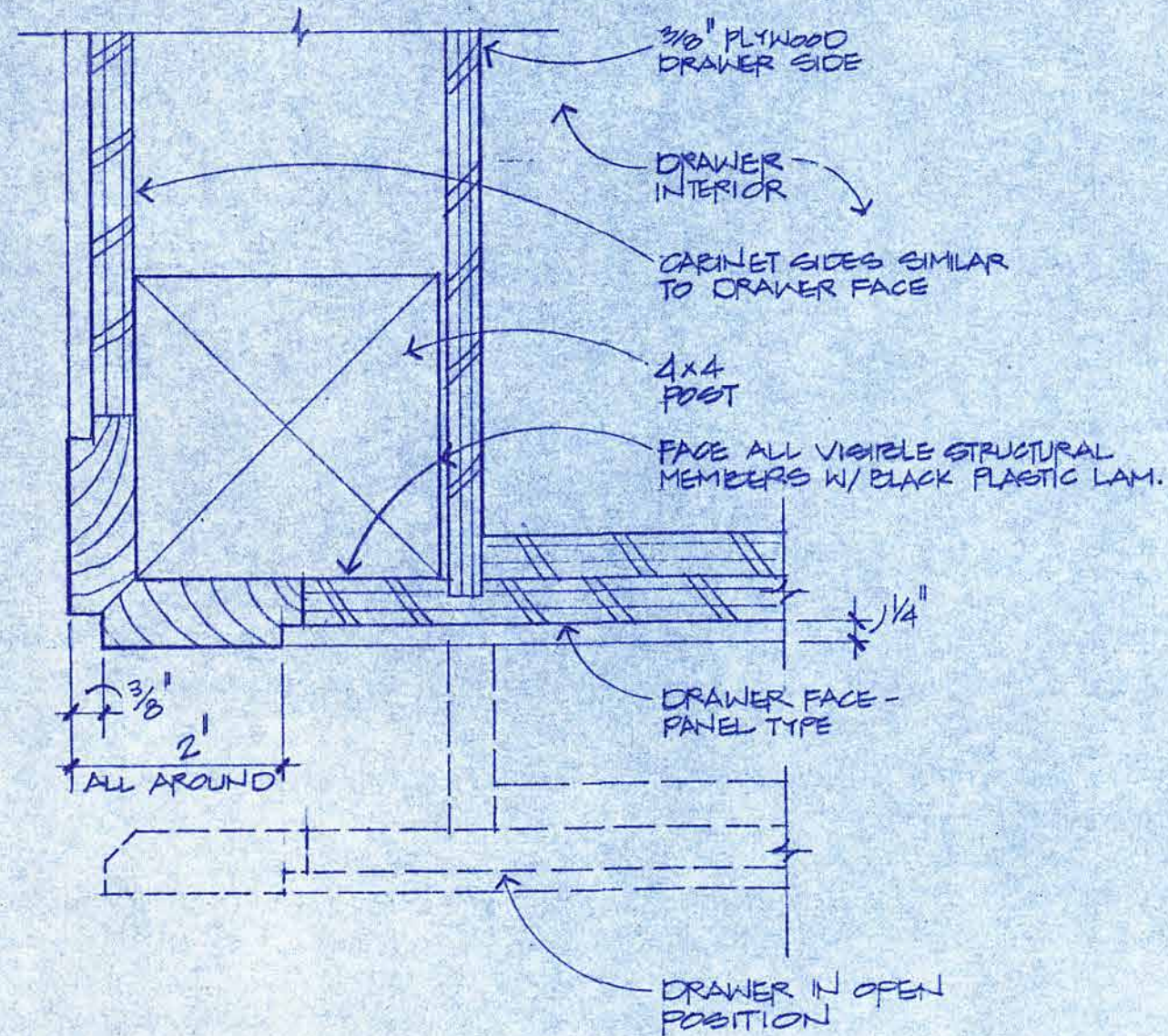


PLAN: EXHIBIT 'A' (EXHIBIT 'D' SIMILAR)

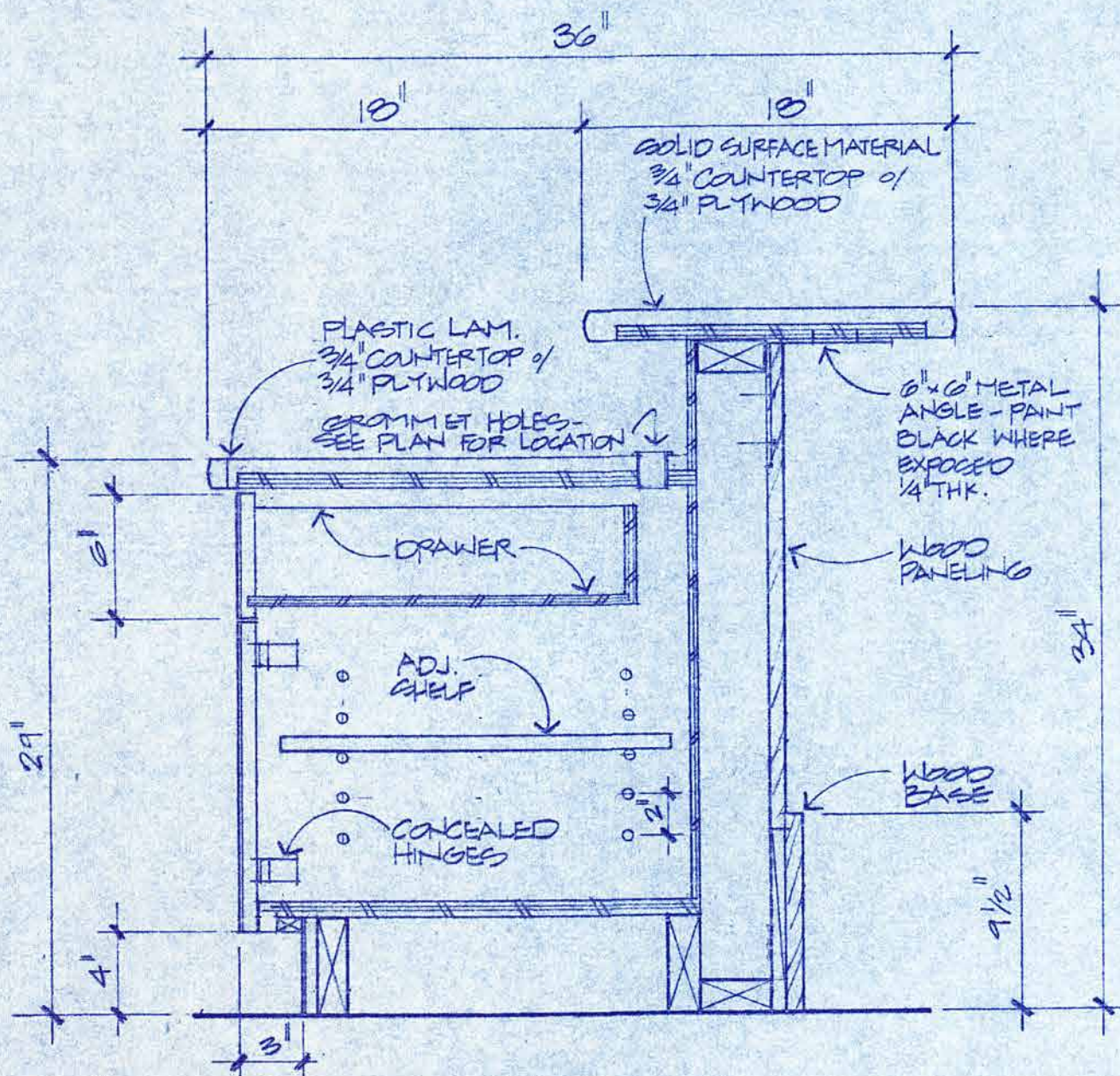
SCALE: 1/2"=1'-0"



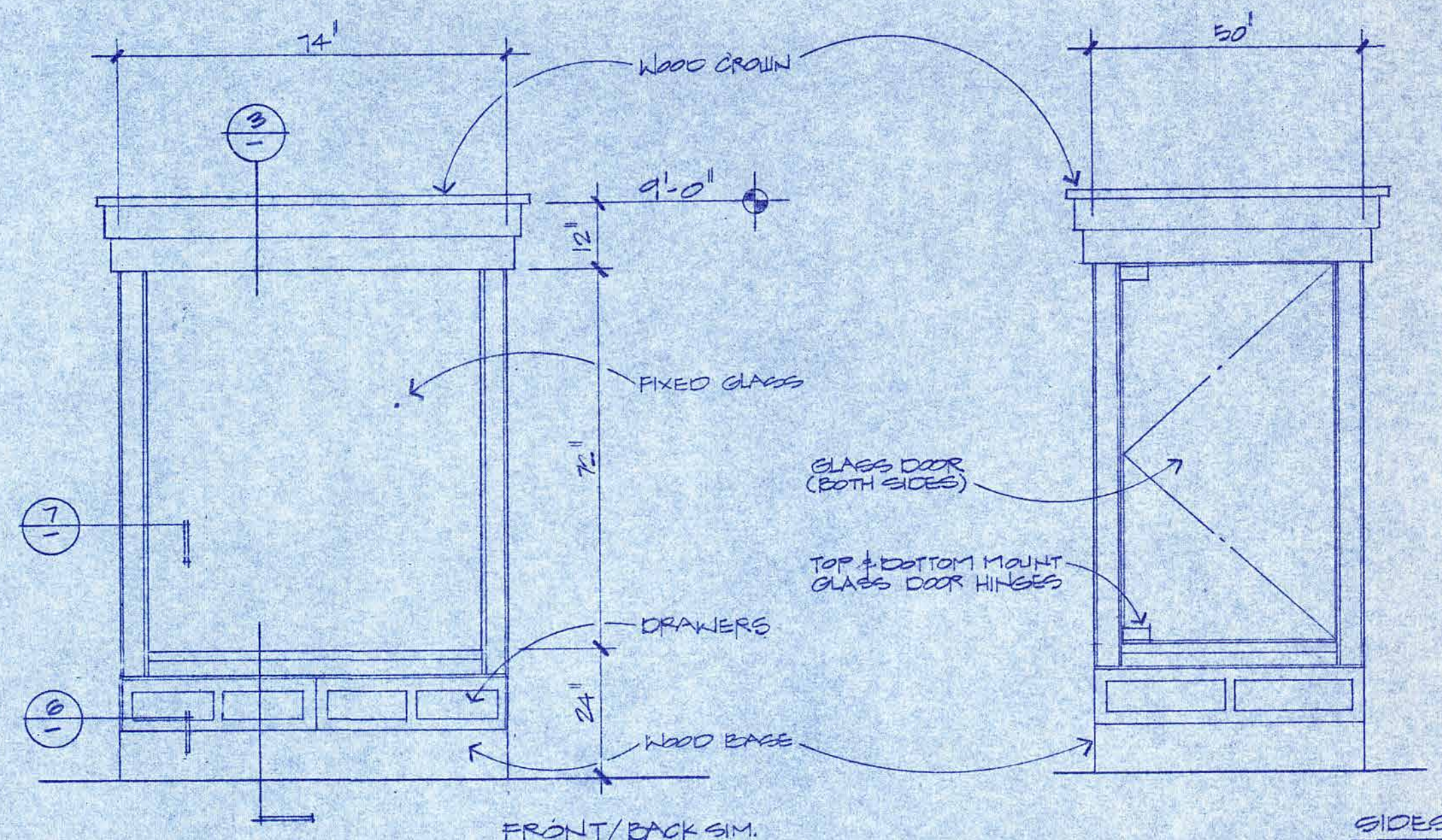
7 PLAN/SECTION - FREESTANDING DISPLAY CORNER & GLAZING HALF SCALE



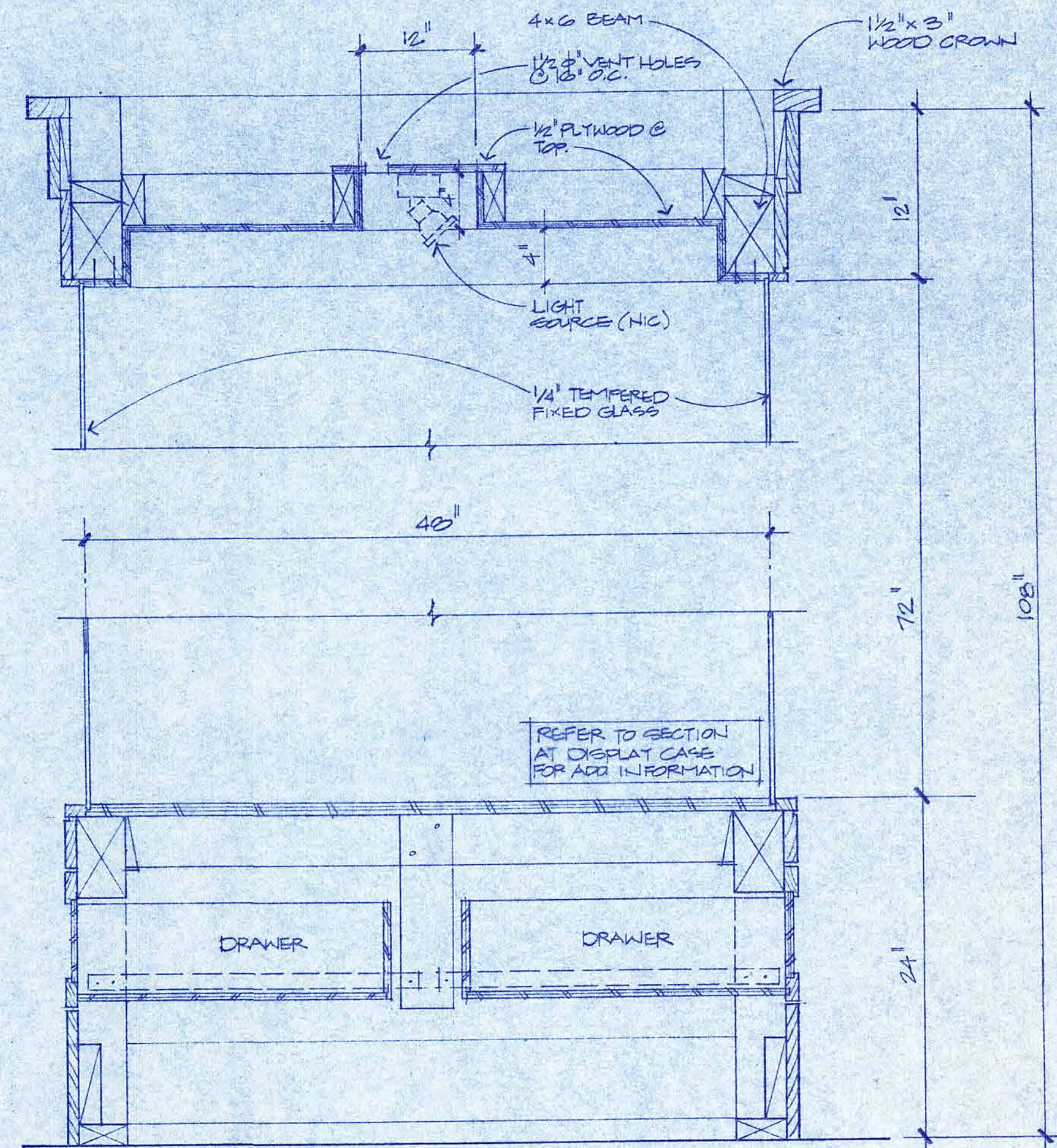
6 PLAN/SECTION - FREESTANDING DISPLAY CORNER 3 DRAWERS HALF SCALE



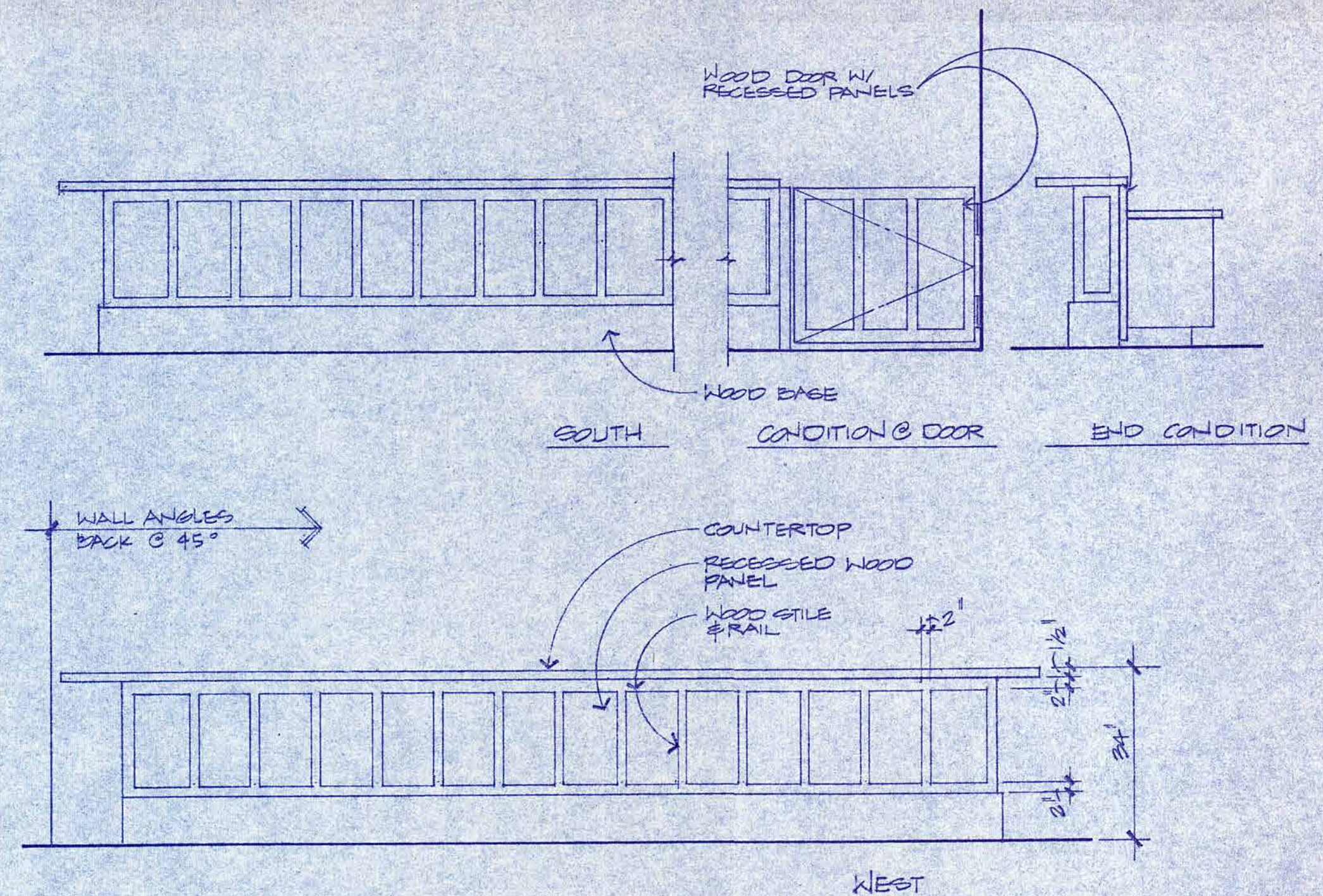
5 SECTION - RECEPTION DESK SCALE: 1/2\"/>



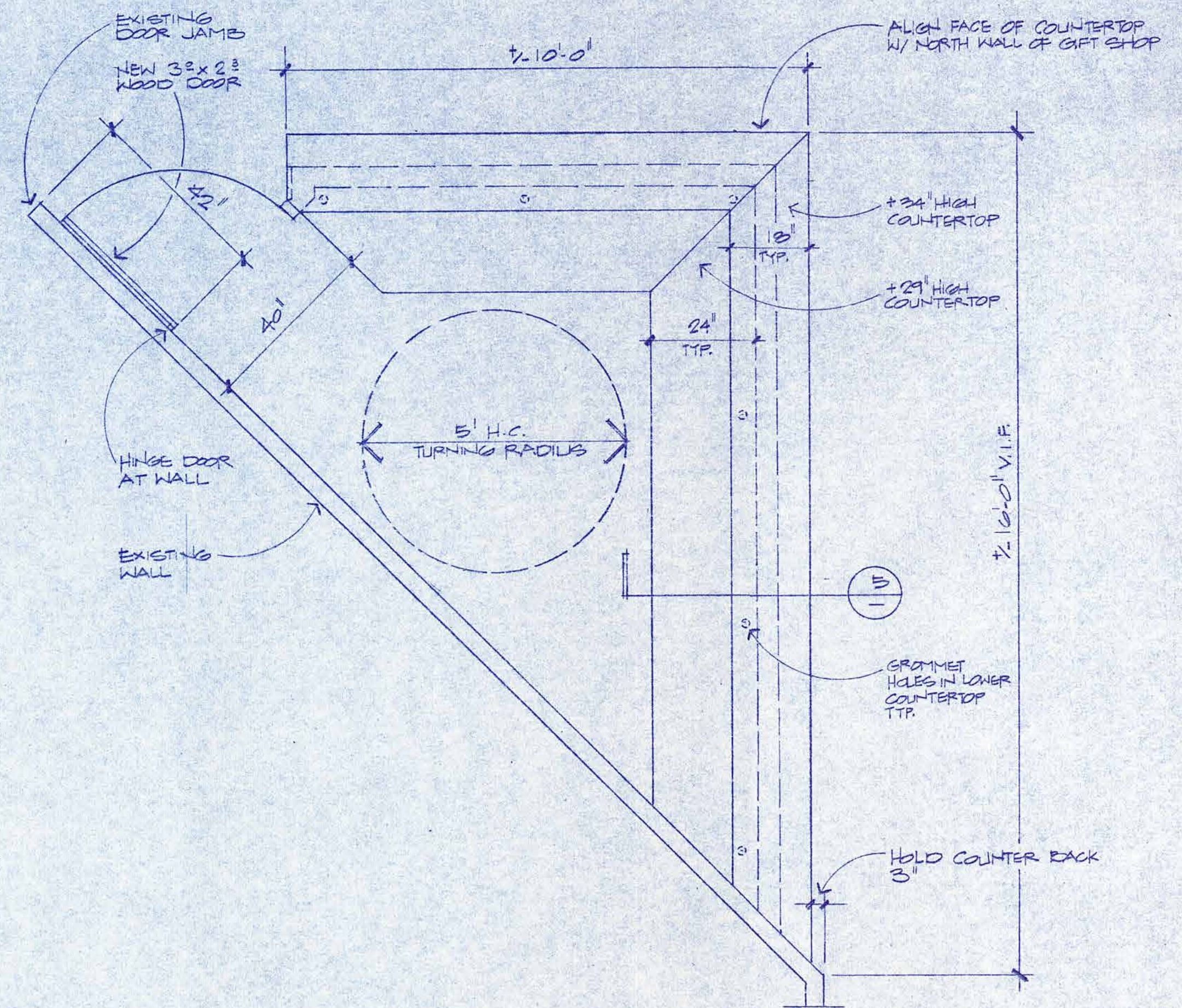
4 ELEVATIONS - FREESTANDING DISPLAY CASE (NIC) SCALE: 1/2\"/>



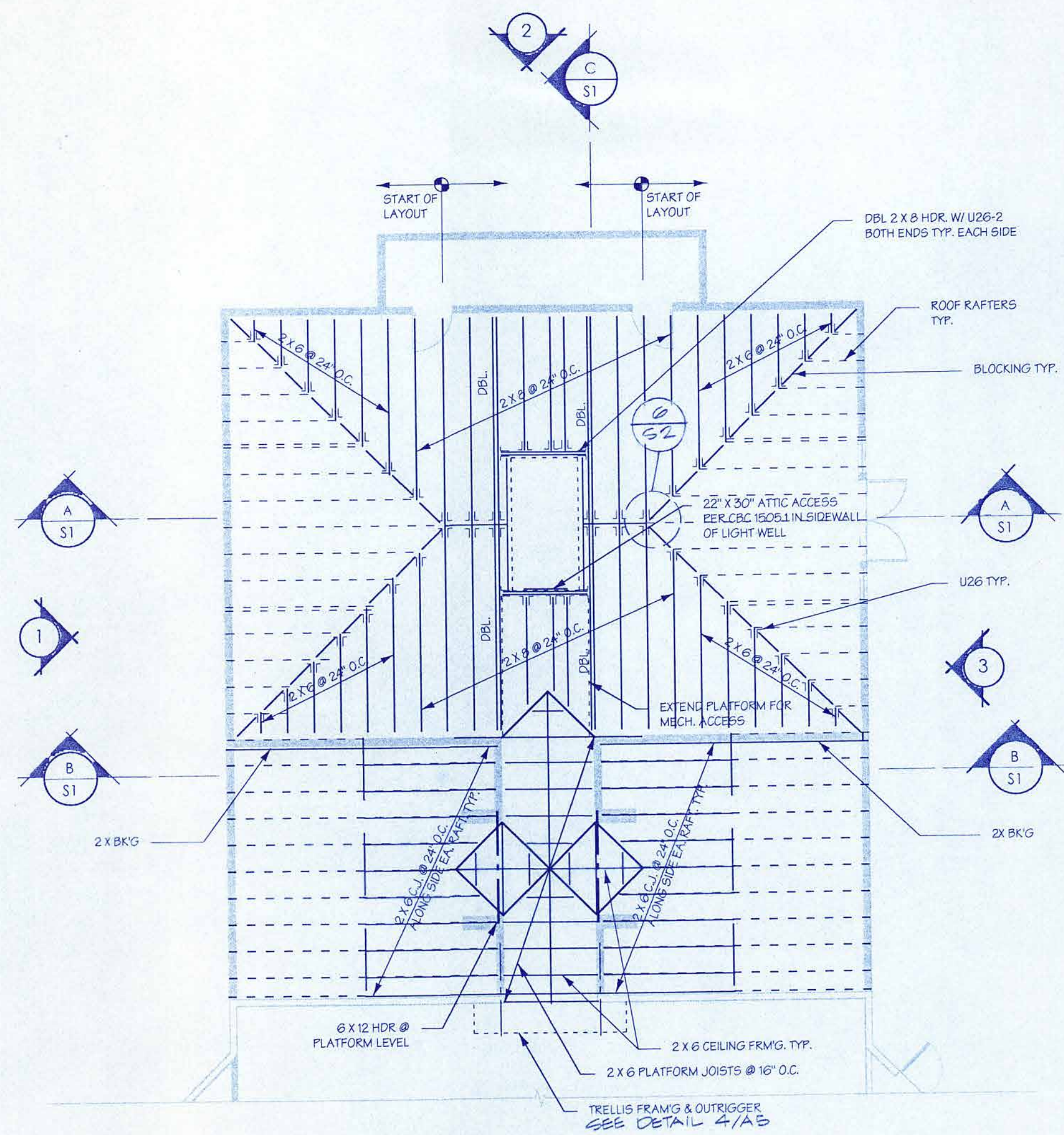
3 SECTION - FREESTANDING DISPLAY CASE SCALE: 1/2\"/>



2 ELEVATIONS - RECEPTION DESK SCALE: 1/2\"/>

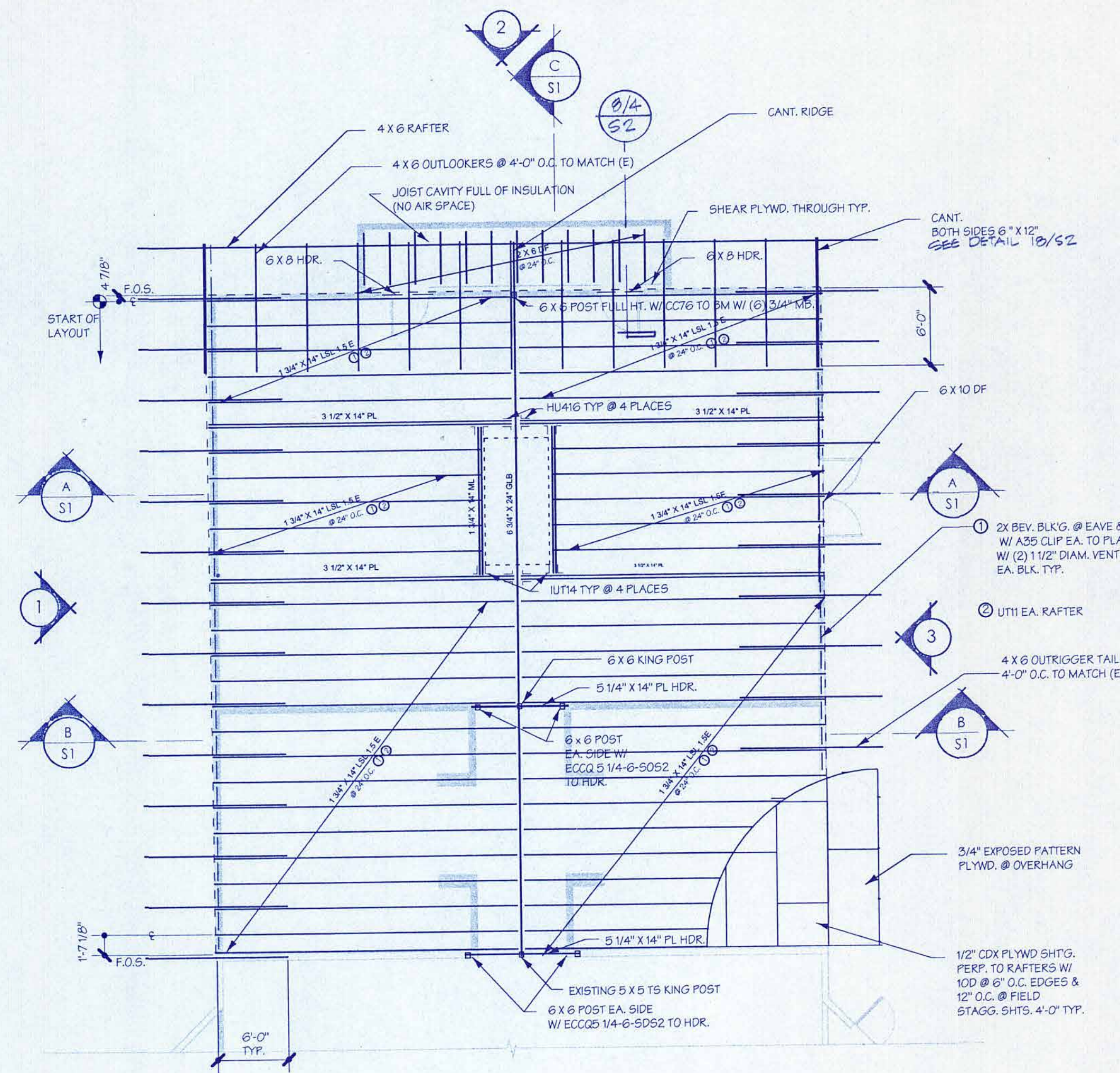


1 PLAN - RECEPTION DESK SCALE: 1/2\"/>



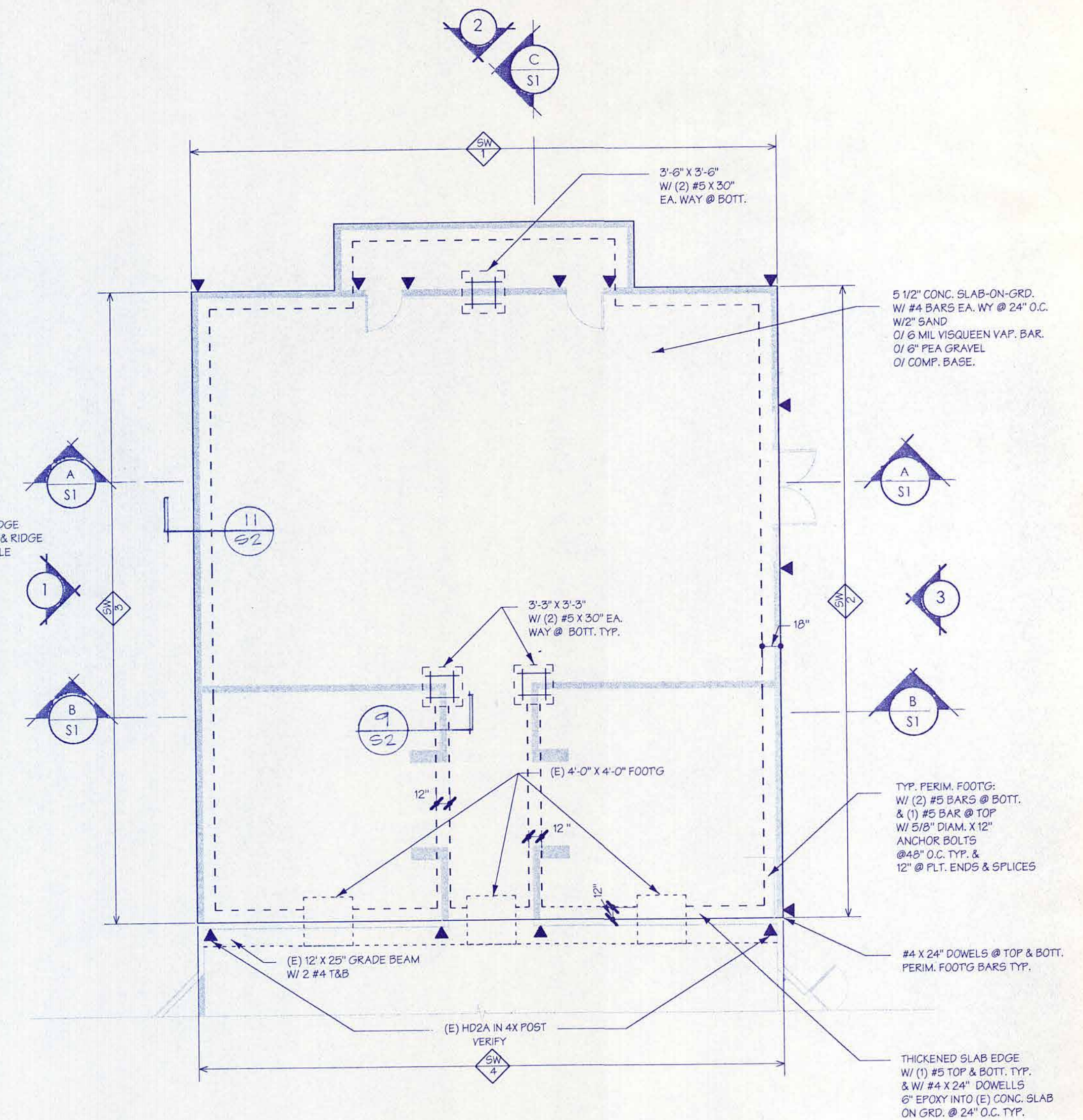
CEILING FRAMING PLAN

SCALE 1/8" = 1'-0"



ROOF FRAMING PLAN

SCALE 1/8" = 1'-0"



FOUNDATION PLAN

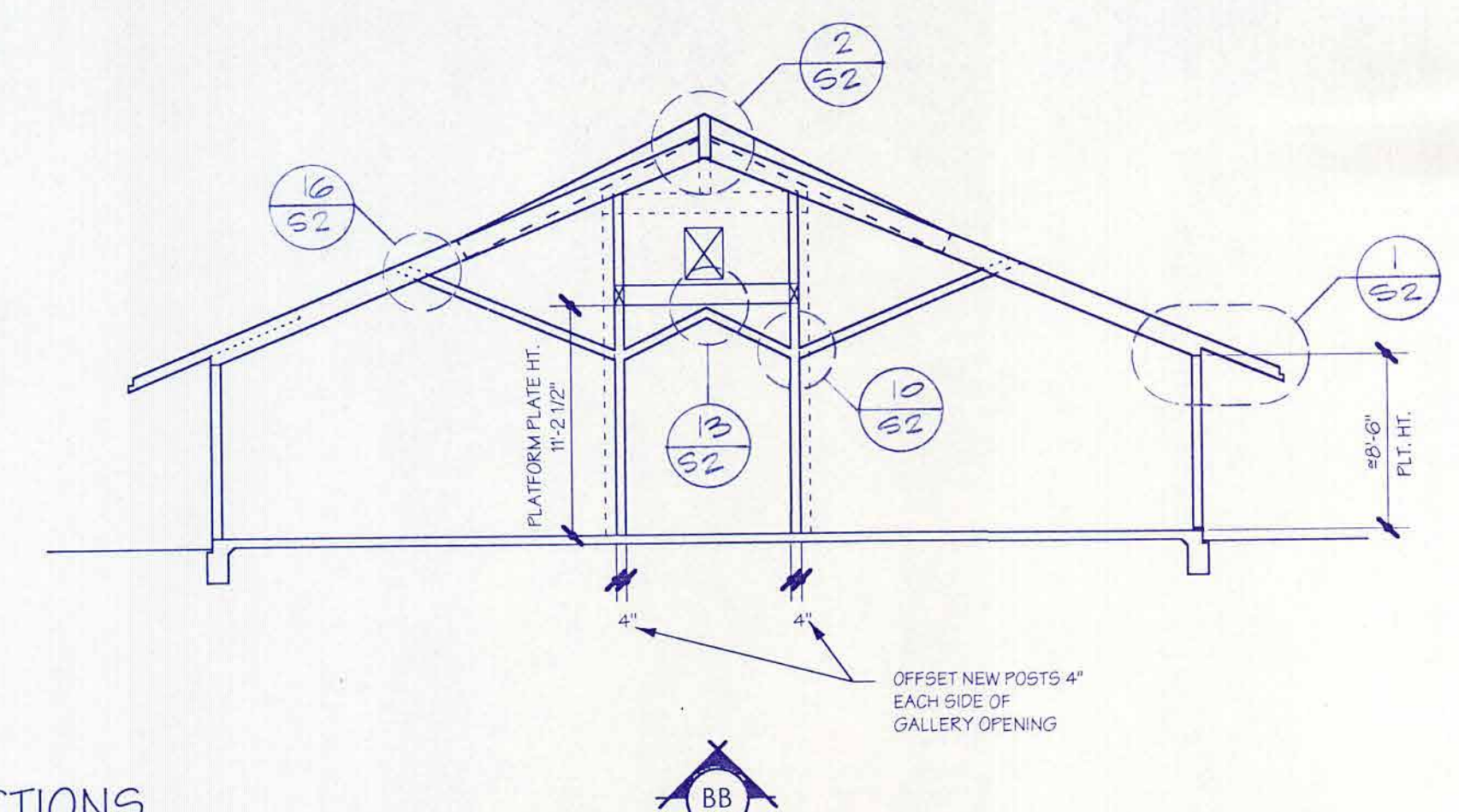
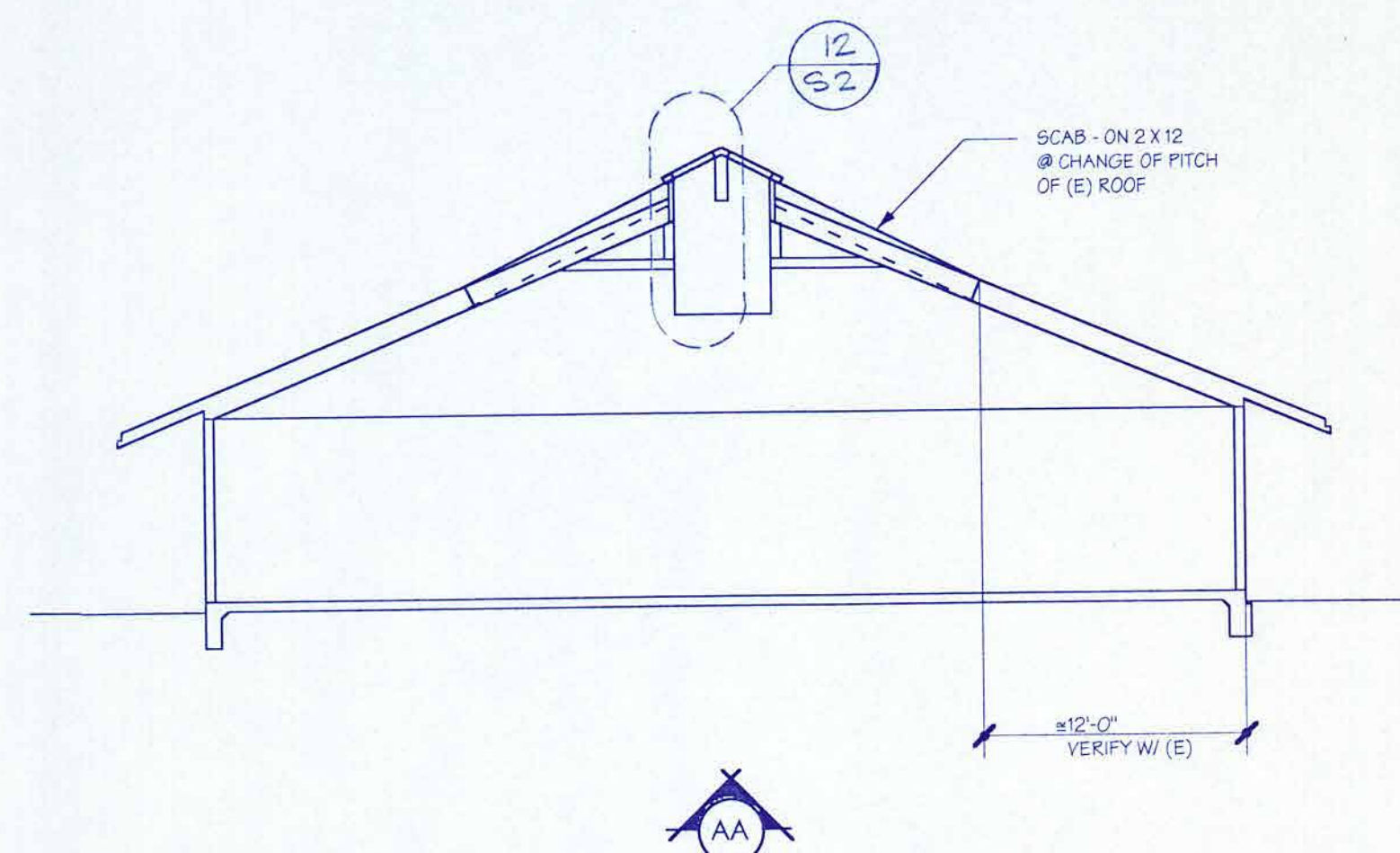
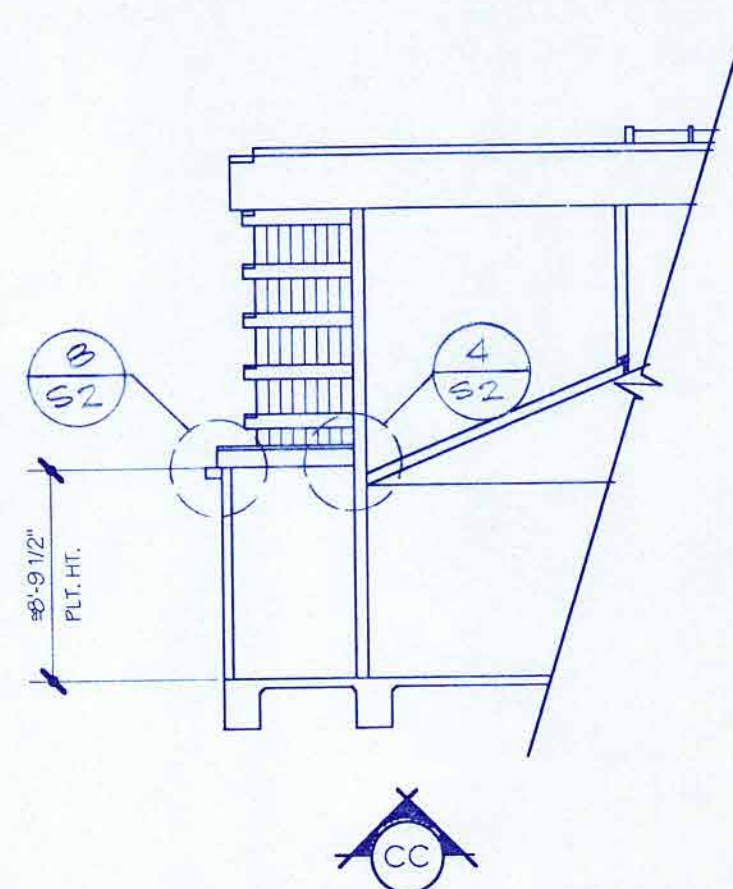
SCALE 1/8" = 1'-0"

* AT COMPLETION OF FOOTG EXCAVATION
NOTIFY ARCHITECT & SOILS ENGINEER FOR
INSPECTION PRIOR TO PLACG REBAR & CONC.

SHEAR WALL SCHEDULE (note 1)

PLYWD.	EDGE NAIL	HOLD DOWN	HD ANCHOR	HD STUD	ANCHOR BOLT	COMMENTS
3/8" cdx	8d @ 6"	PHD2	SSTB16	(2) 2x	Typ.	
(same)	(same)	(same)	(same)	(same)	(same)	
(same)	(same)	n/a	n/a	n/a	(same)	
3/8" existing	8d @ 4"	(note 4)	(note 4)	(note 4)	(12) min. verify	

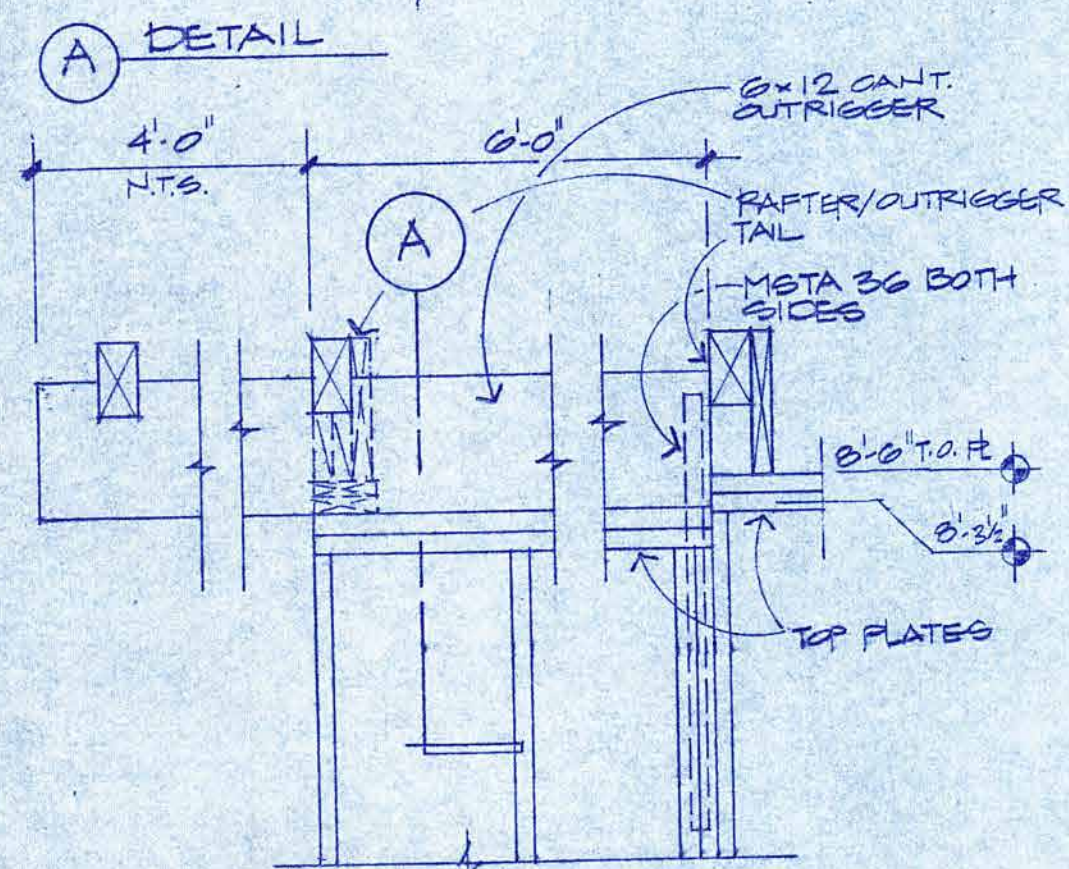
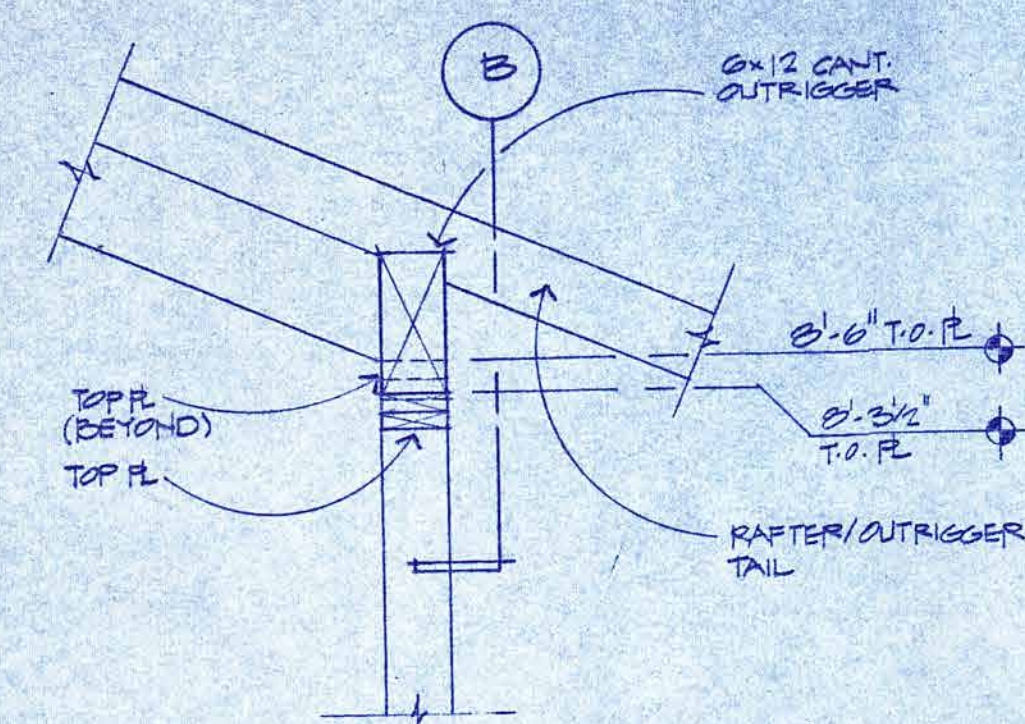
Shear Walls comply with UBC 2320.11.3
sheet field nailing to be 12".
Timing call-outs listed here are Simpson Strong Tie
existing HD2A w/4x Stud. New PHD2 added w/ (5/8") dia. rod w/ (3/4") dia. x 9" hole & epoxy.



BUILDING SECTIONS

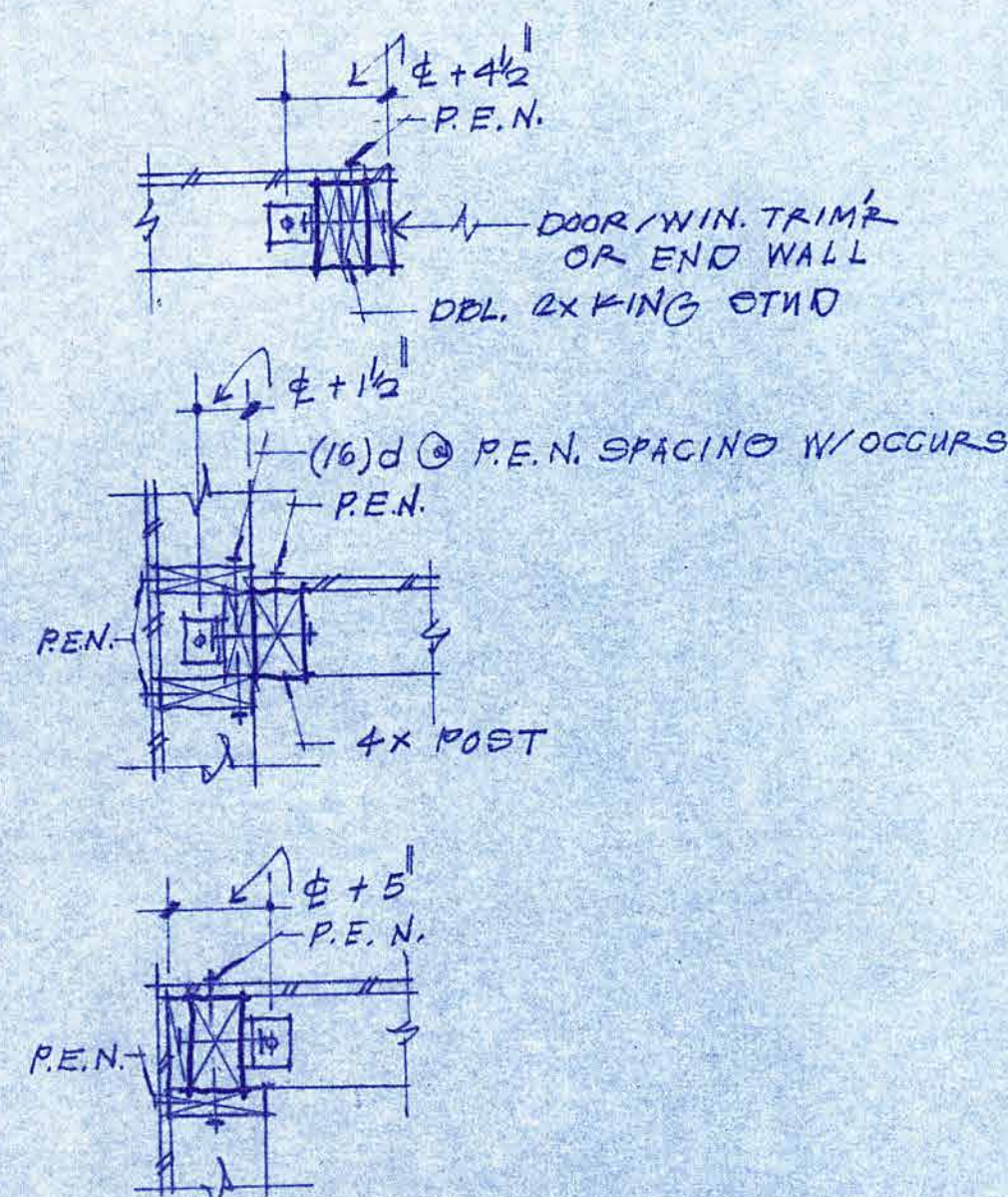
SCALE 1/8" = 1'-0"

DATE 7/17/00 REVISED:	PROJECT & OWNERS: Sun House Guild Grace Hudson Museum Additions & Renovations 431 S. Main St. Ukiah, CA 95482	ARCHITECT: Thomas Hise AIA Architect P.O. Box 607 Hopland, CA 95449 707/744-1921 FAX: 744-8580 e-mail: hiseaia@pacific.net	PAGE SI
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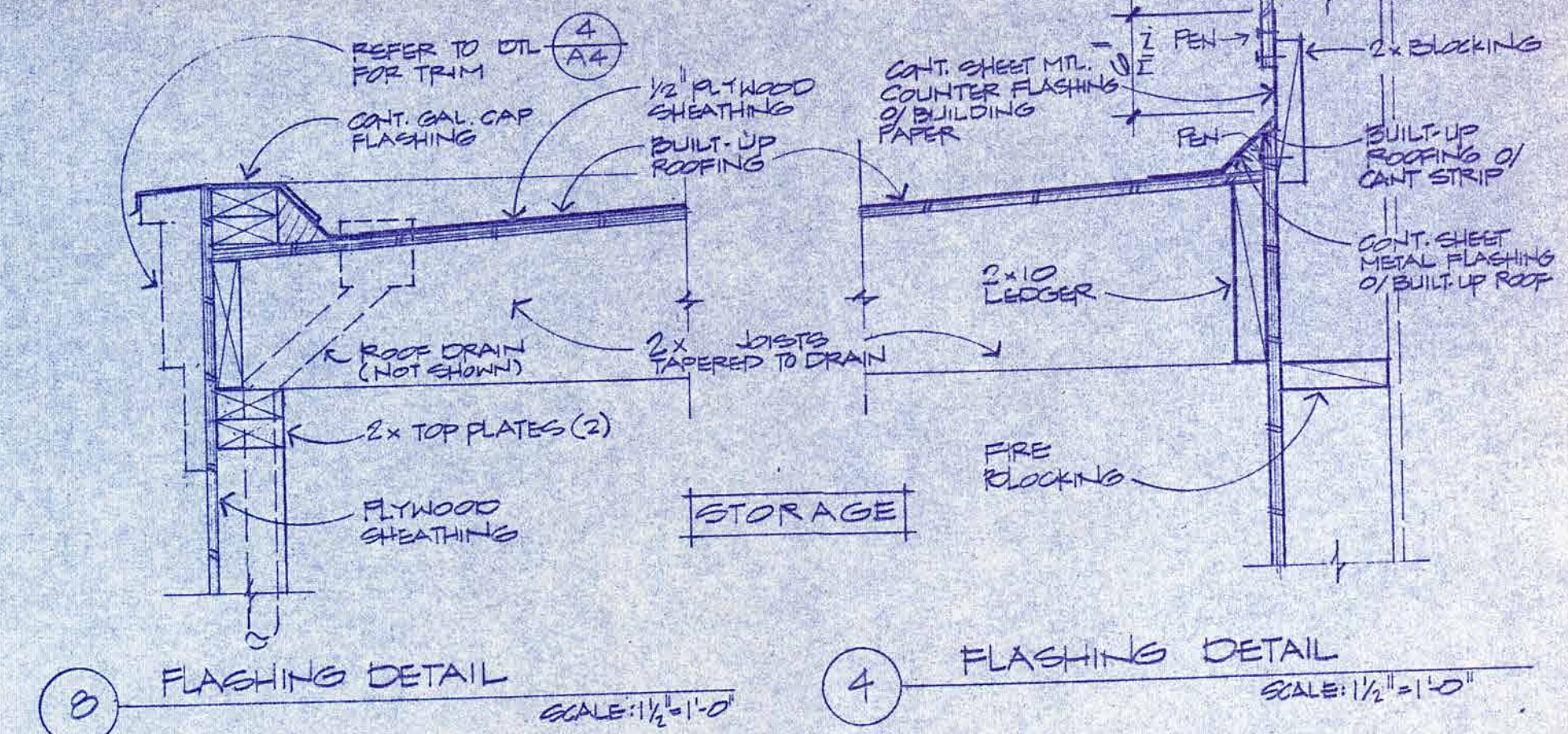
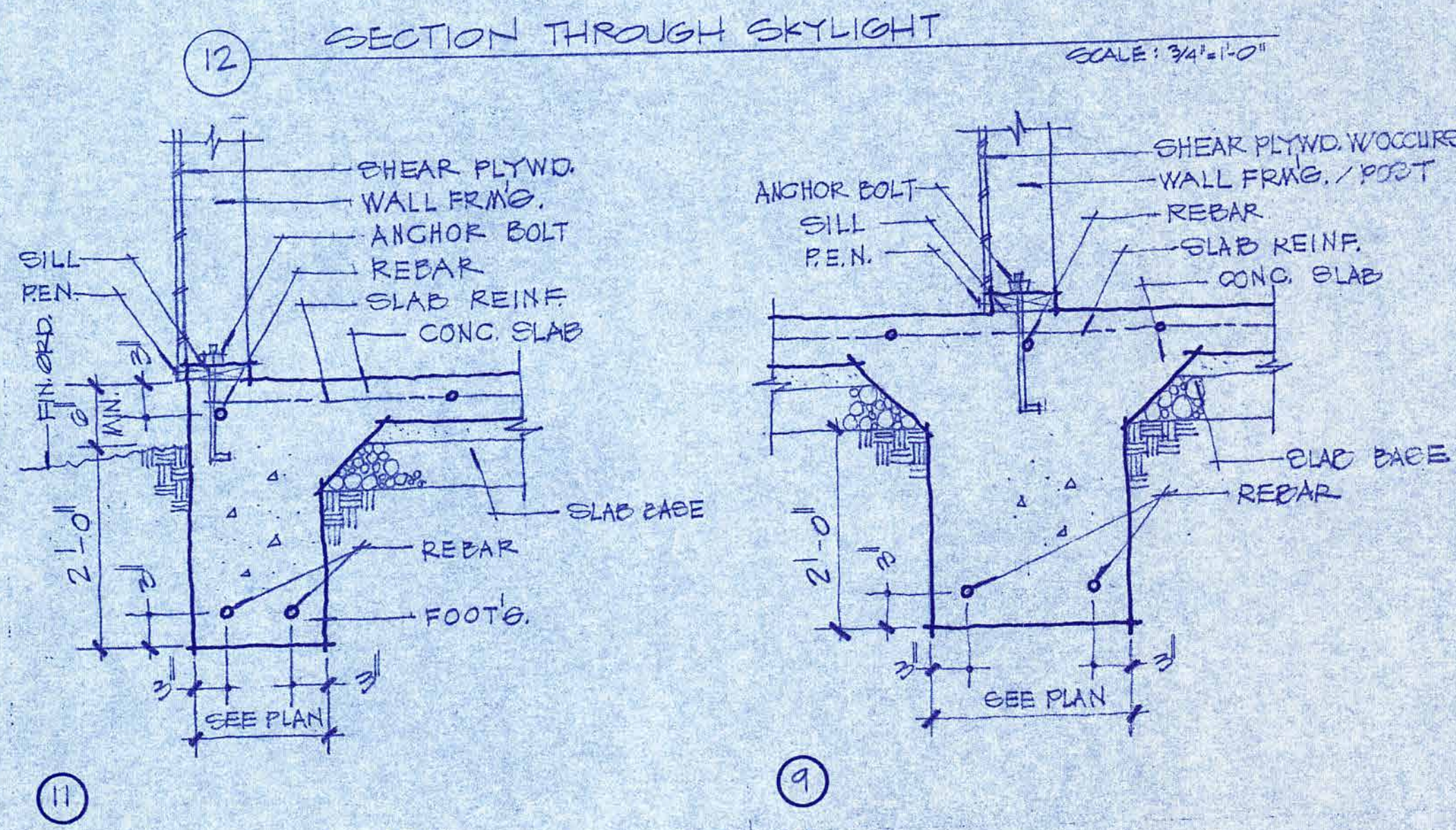
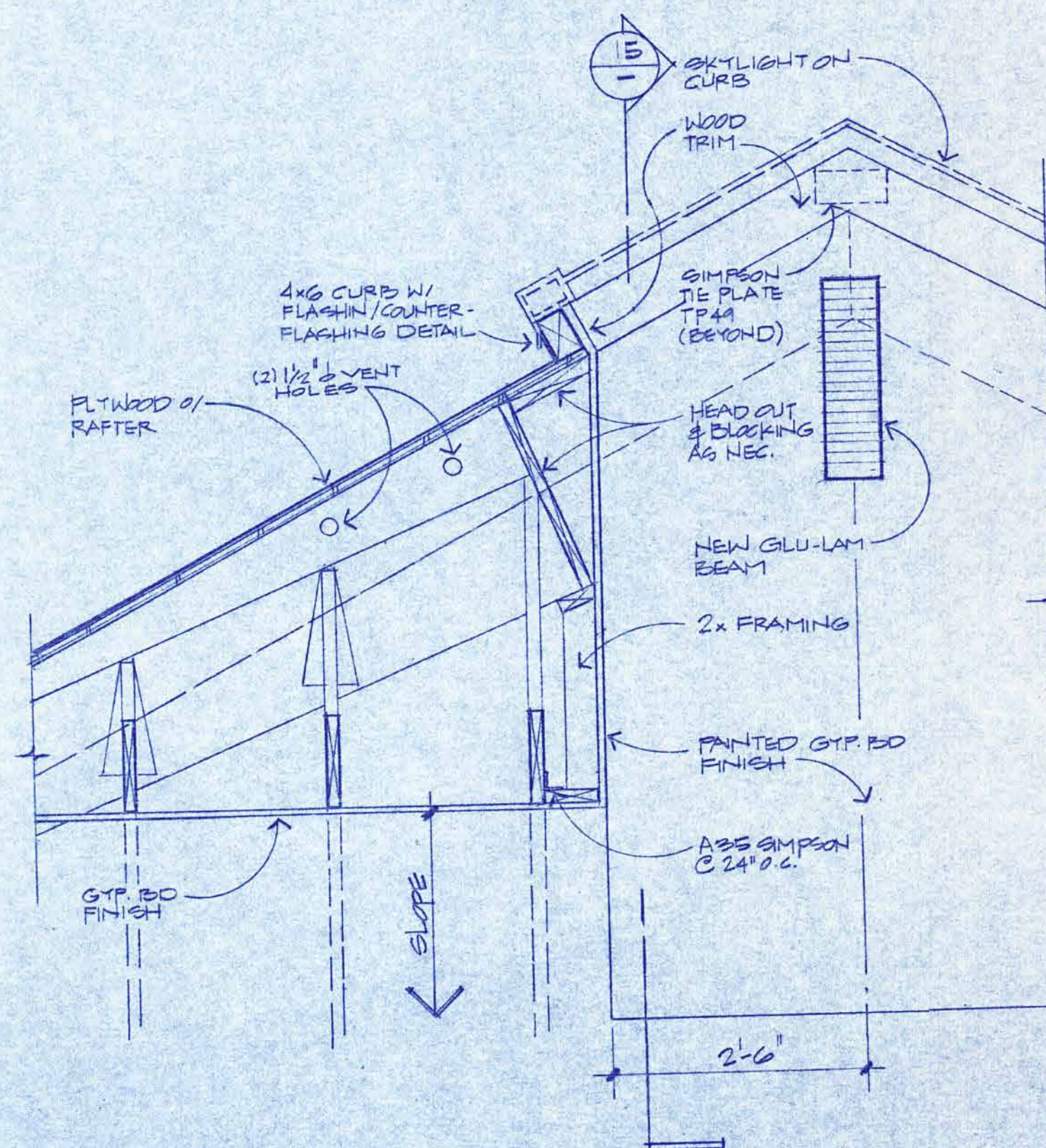
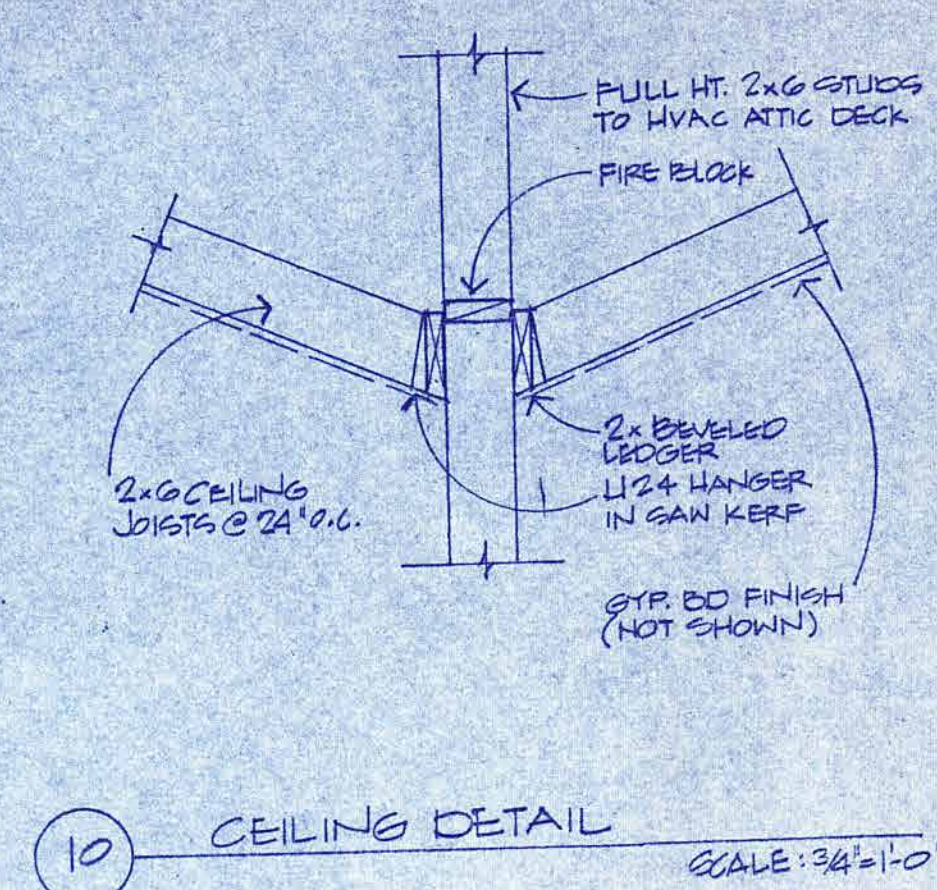
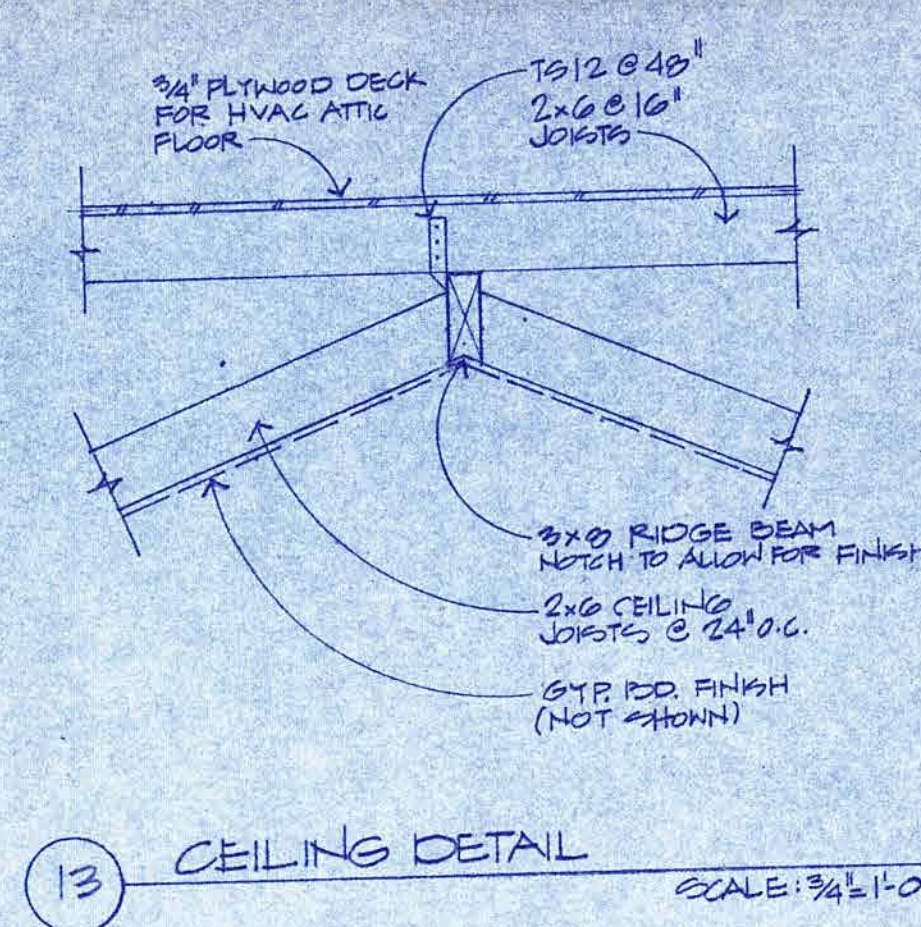
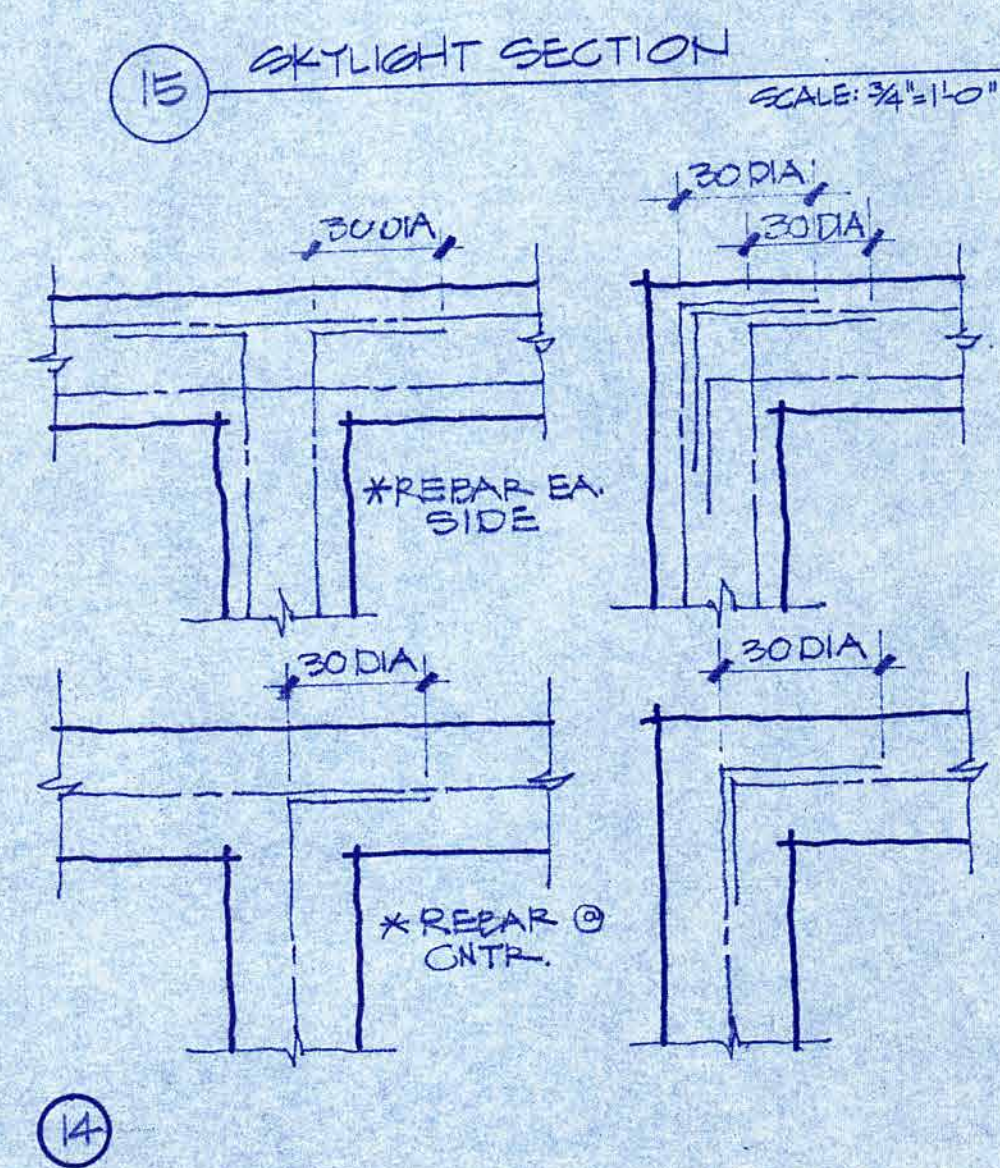
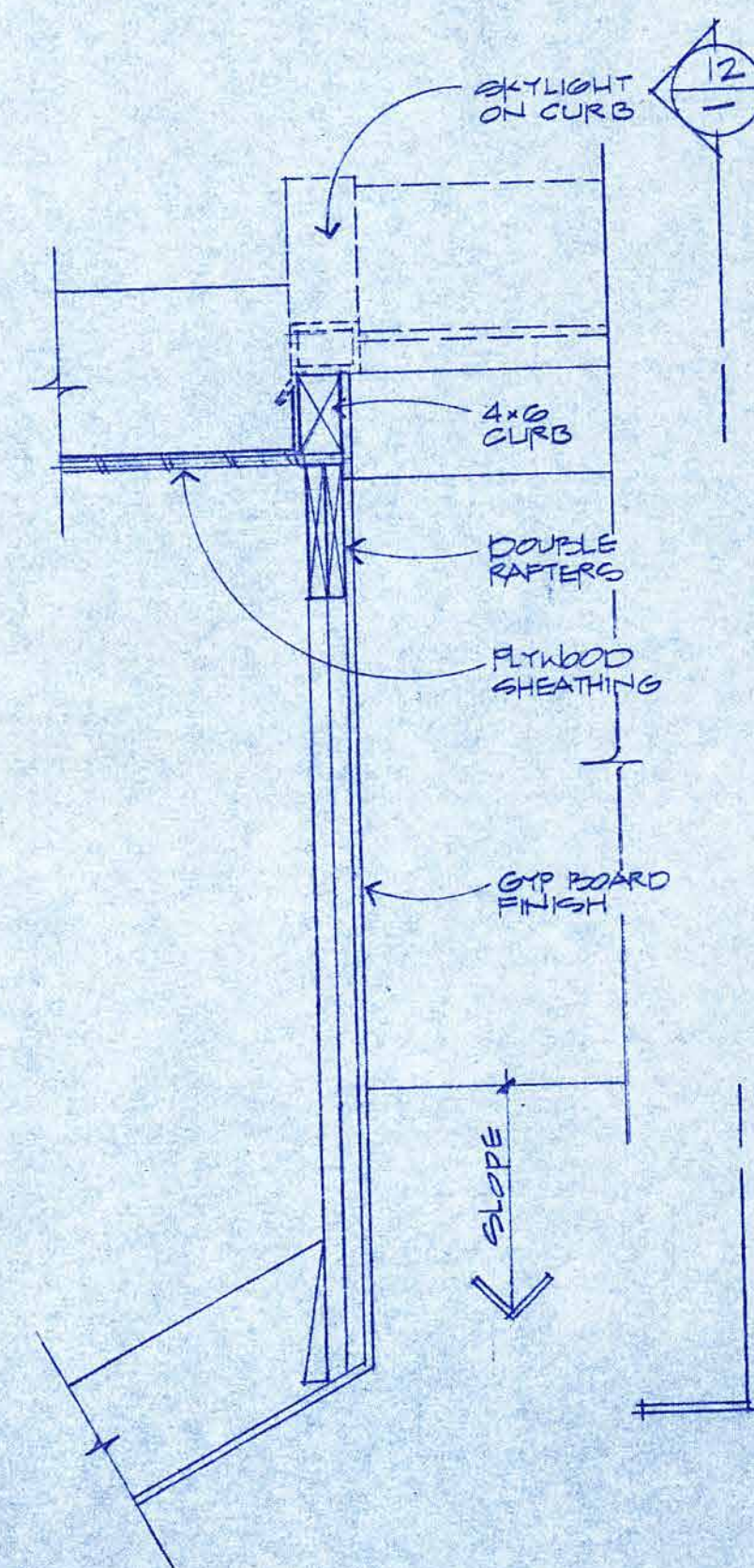
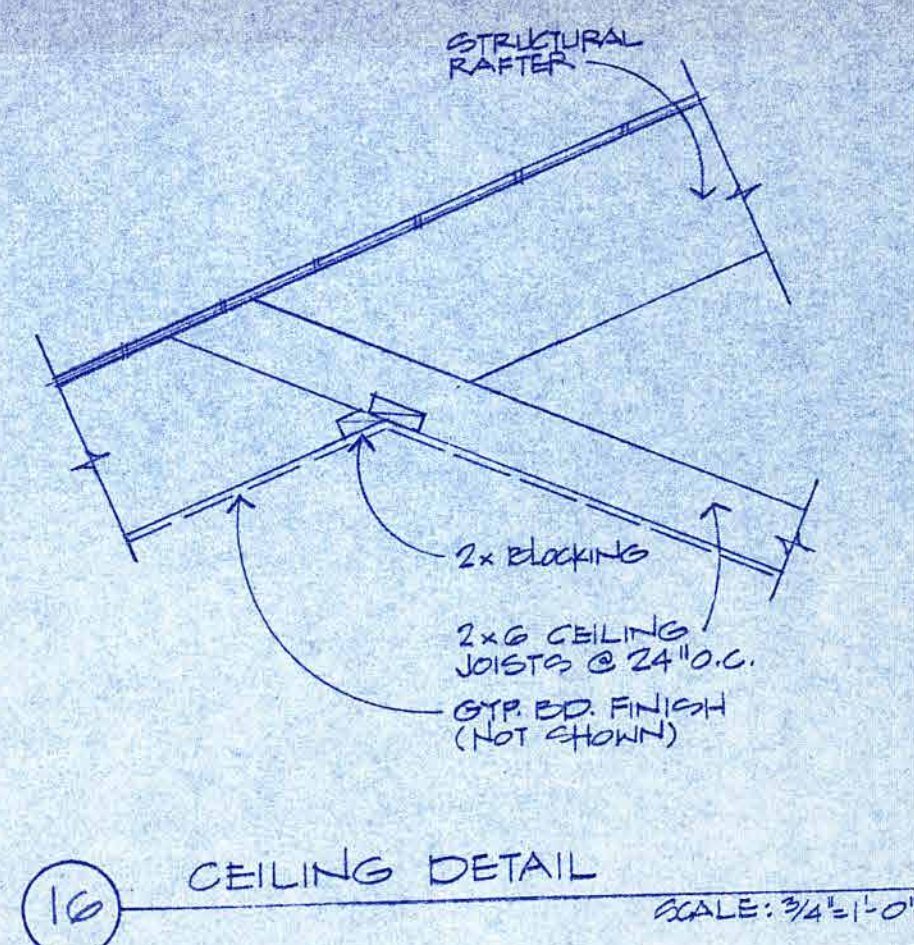


B DETAIL

18) END CONDITION/OUTRIGGER
SCALE: 3/4"=1'-0"

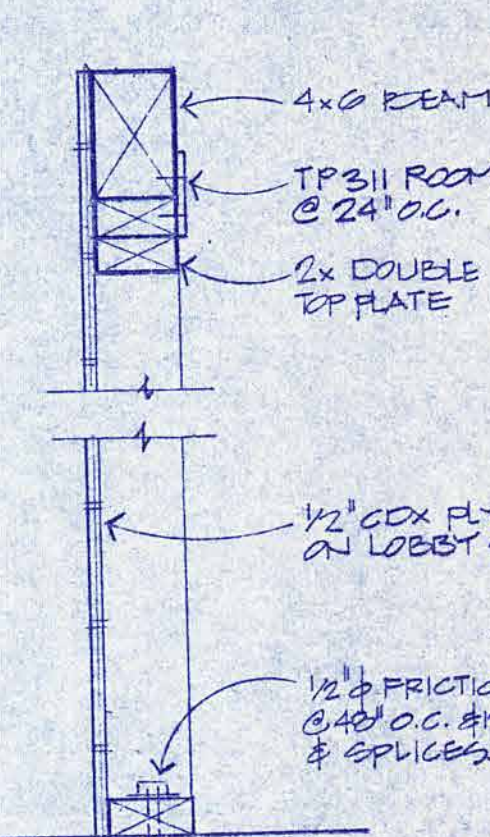


HOLD DOWN NOTES			
HD MODEL	CNTR. LINE	ANCHOR DIA.	STUD CONN.
PHD2 & 5	1-3/8"	5/8"	1/4" X 3" wd screws
PHD6 & 8	1-3/8"	7/8"	1/4" X 3" wd screws
HD2A	1-1/8"	5/8"	5/8"
HD5A	2-3/16"	3/4"	3/4"
HD6A	2-1/16"	7/8"	7/8"
HD8A	2-1/16"	7/8"	7/8"
HD10A	2-1/16"	7/8"	7/8"

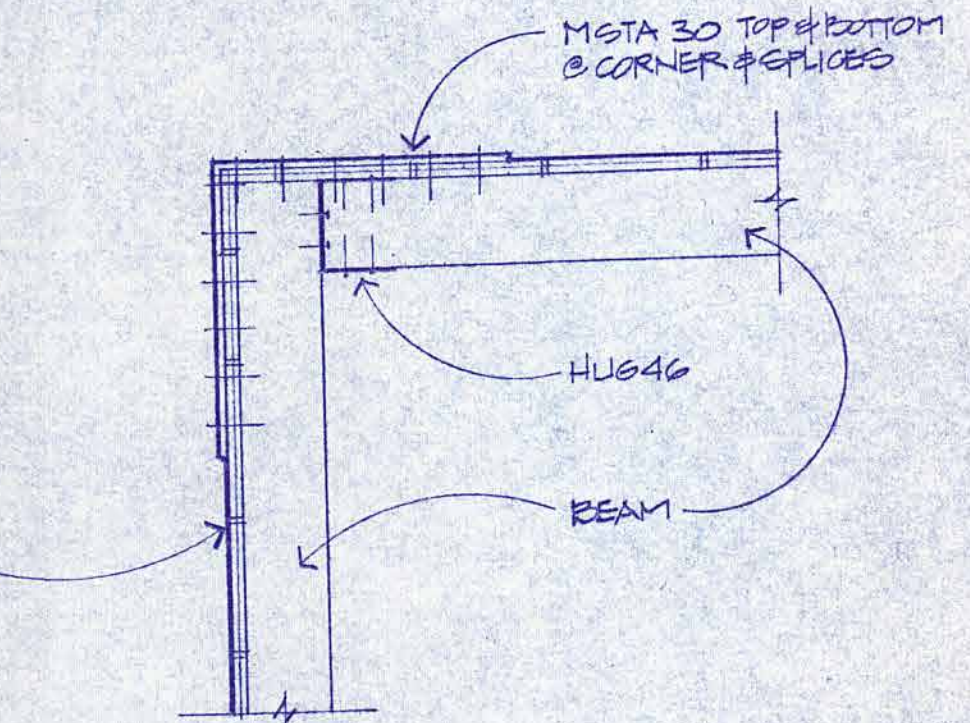


8 FLASHING DETAIL SCALE: $1\frac{1}{2}'' = 1'-0''$

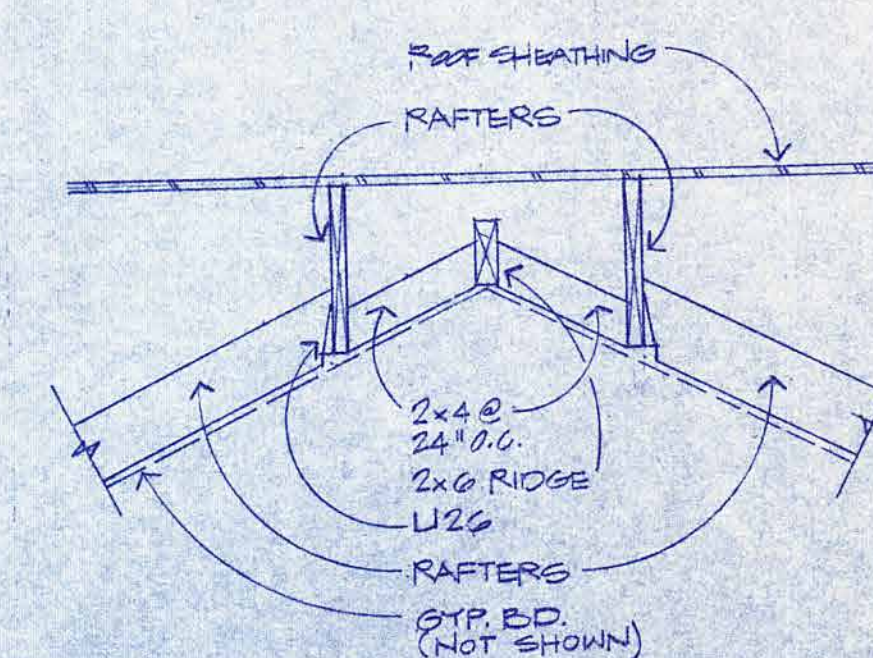
4 FLASHING DETAIL
SCALE: $1/2" = 1'-0"$



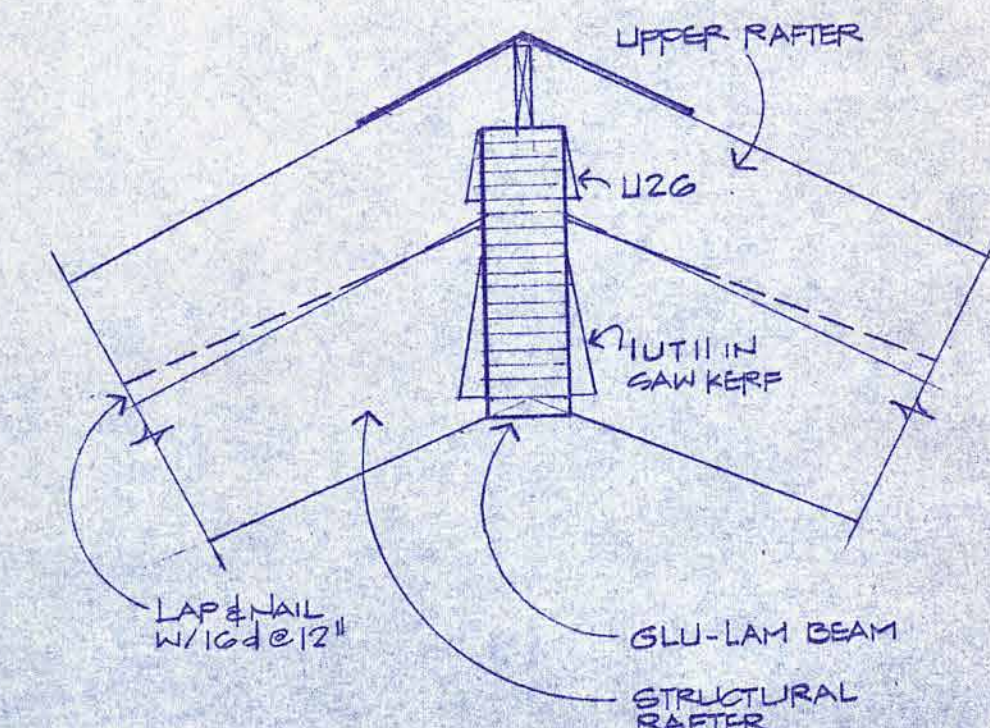
7 SECTION @ GIFT SHOP WALL
SCALE: 1 1/2" = 1'-0"



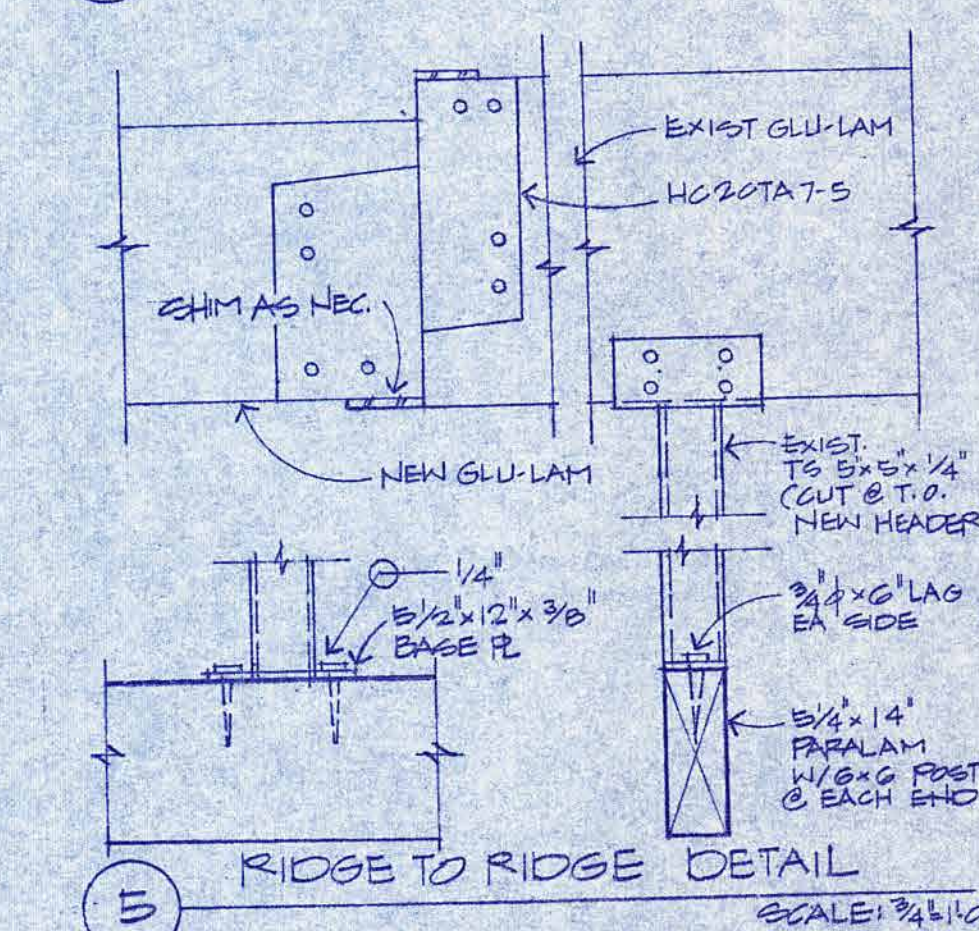
3 PLAN/SECTION @ TOP OF WALL
SCALE: 1 1/2" = 1.0"



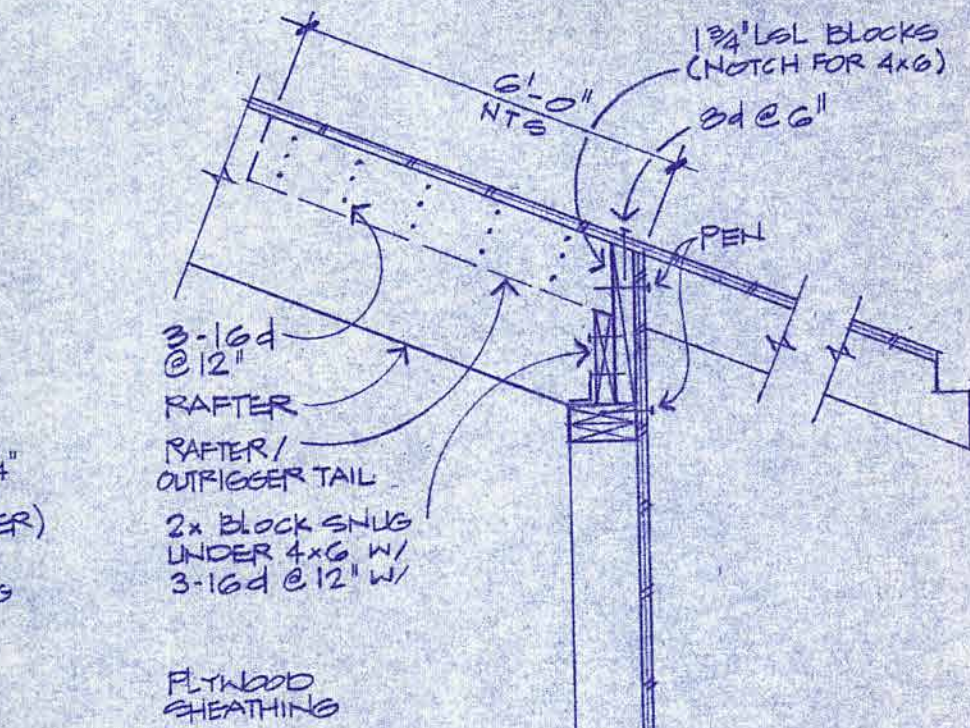
6 CEILING DETAIL SCALE: 3/4" = 1'-0"



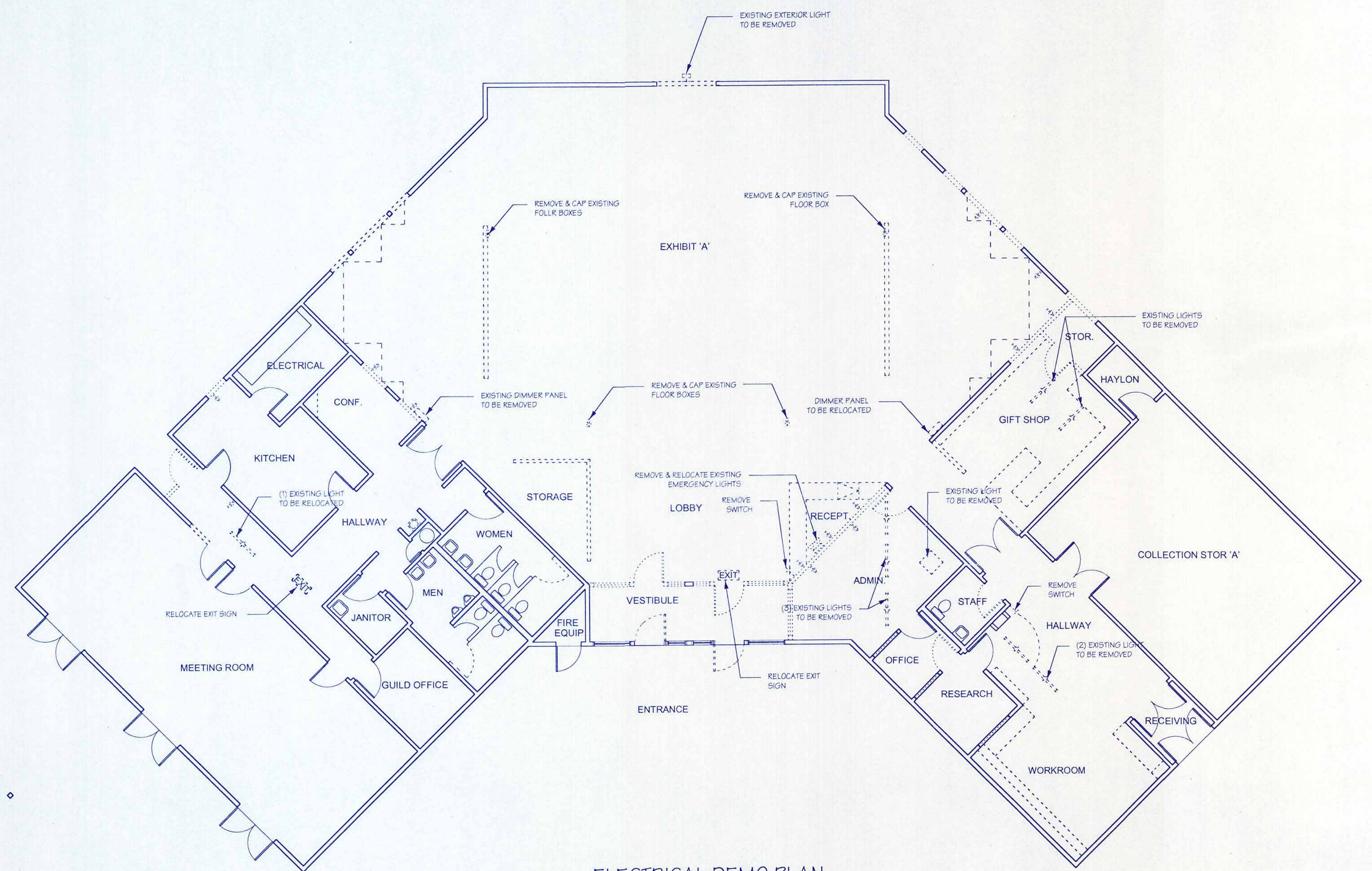
2 RIDGE DETAIL SCALE: $\frac{3}{4}" = 1'-0"$



5 RIDGE TO RIDGE DETAIL SCALE: 3/4" = 1'-0"



1. TYPICAL EAVE DETAIL



ELECTRICAL DEMO PLAN
SCALE 1/8" = 1'-0"

DATE 7/17/00 REVISED:	PROJECT & OWNERS: Sun House Guild Grace Hudson Museum Additions & Renovations 431 S. Main St. Ukiah, CA 95482	ARCHITECT: Thomas Hise AIA Architect P.O. Box 607 Hopland, CA 95449 707 / 744-1921 FAX: 744-8580 e-mail: thiseaia@pacific.net
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PERFORMANCE CERTIFICATE OF COMPLIANCE Part 1 of 3 PERF-1

PROJECT NAME: Grace Hudson Museum Addition
 PROJECT ADDRESS: 431 South Main Street Ukiah
 PRINCIPAL DESIGNER - ENVELOPE: Thomas Hise AIA
 DOCUMENTATION AUTHOR: Douglas Beaman Associates
 DATE: 7/17/00
 Building Permit #
 Checked by/Date: Enforcement Agency Use

GENERAL INFORMATION
 DATE OF PLANS: BUILDING CONDITIONED FLOOR AREA: 10,990 sq.ft. CLIMATE ZONE: 2
 BUILDING TYPE: ☒ NONRESIDENTIAL ☐ HIGH RISE RESIDENTIAL ☐ HOTEL/MOTEL GUEST ROOM
 PHASE OF CONSTRUCTION: ☐ NEW CONSTRUCTION ☒ ADDITION ☐ ALTERATION ☐ EXISTING + ADDITION

STATEMENT OF COMPLIANCE
 This Certificate of Compliance lists the building features and performance specifications needed to comply with Title 24, Parts 1 and 6, of the State Building Code. This certificate applies only to a Building using the performance compliance approach.
 DOCUMENTATION AUTHOR: Douglas G. Beaman
 SIGNATURE: [Signature] DATE: 7/17/2000

The Principal Designers hereby certify that the proposed building design represented in the construction documents and modelled for this permit application are consistent with all other forms and worksheets, specifications, and other calculations submitted with this permit application. The proposed building as designed meets the energy efficiency requirements of the State Building Code, Title 24, Part 6.
 ENV. LTG. MECH.
 1. I hereby affirm that I am eligible under the provisions of Division 3 of the Business and Professions Code to sign this document as the person responsible for its preparation; and that I am licensed as a civil engineer, mechanical engineer, electrical engineer or architect.
 2. I affirm that I am eligible under the exemption to Division 3 of the Business and Professions Code by Section 5537.2 of the Business and Professions Code to sign this document as the person responsible for its preparation; and that I am a licensed contractor preparing documents for work that I have contracted to perform.
 3. I affirm that I am eligible under the exemption to Division 3 of the Business and Professions Code by Section of the Code to sign this document as the person responsible for its preparation; and for the following reason:

ENVELOPE COMPLIANCE
 Indicate location on plans of Note Block for Mandatory Measures
 PRINCIPAL ENVELOPE DESIGNER - NAME: Thomas Hise AIA
 SIGNATURE: [Signature] LIC. NO. DATE: 7/19/00

LIGHTING COMPLIANCE
 Indicate location on plans of Note Block for Mandatory Measures
 PRINCIPAL LIGHTING DESIGNER - NAME: SIGNATURE: LTG-1 LIC. NO. DATE:

MECHANICAL COMPLIANCE
 Indicate location on plans of Note Block for Mandatory Measures
 PRINCIPAL MECHANICAL DESIGNER - NAME: SIGNATURE: MECH-1, MECH-2, MECH-3 LIC. NO. DATE:

Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
 EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 2 of 12

PERFORMANCE CERTIFICATE OF COMPLIANCE Part 2 of 3 PERF-1

Grace Hudson Museum Addition DATE: 7/17/00

ANNUAL SOURCE ENERGY USE SUMMARY (kBtu/sqft-yr)

ENERGY COMPONENT	Standard Design	Proposed Design	Compliance Margin
Space Heating	10.18	8.19	1.99
Space Cooling	51.07	47.36	3.71
Indoor Fans	38.05	36.82	1.23
Heat Rejection	0.00	0.00	0.00
Pumps	0.00	0.00	0.00
Domestic Hot Water	0.00	0.00	0.00
Lighting	110.72	116.31	-5.60
Receptacle	22.98	22.98	0.00
Process	0.00	0.00	0.00
TOTALS:	233.01	231.67	1.34

BUILDING COMPLIES

GENERAL INFORMATION
 Building Orientation: (North) 0 deg
 Number of Stories: 4
 Number of Systems: 7
 Number of Zones: 15
 Conditioned Floor Area: 10,990 sqft.
 Unconditioned Floor Area: 132 sqft.
 Conditioned Footprint Area: 10,990 sqft.

	Orientation	Gross Area	Glazing Area	Glazing Ratio
Front Elevation	(North)	1,050 sqft.	295 sqft.	25.2%
Left Elevation	(East)	1,312 sqft.	80 sqft.	6.1%
Rear Elevation	(South)	1,790 sqft.	200 sqft.	11.2%
Right Elevation	(West)	1,372 sqft.	80 sqft.	5.8%
Total		5,524 sqft.	625 sqft.	11.3%
Roof		11,081 sqft.	50 sqft.	0.5%

	Standard	Proposed
Lighting Power Density	3,760 W/sqft	3,950 W/sqft
Prescriptive Env. Heat Loss	1,912	1,469
Prescriptive Env. Heat Gain	134,616	129,861

Remarks:

Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
 EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 3 of 12

PERFORMANCE CERTIFICATE OF COMPLIANCE Part 3 of 3

PROJECT NAME: Grace Hudson Museum Addition DATE: 7/17/00

ZONE INFORMATION

System Name	Zone Name	Occupancy Type	Floor Area (sqft.)	Inst. LPD (W/sqft)	Crit. Credits (W/sqft)	Tailored LPD (W/sqft)	Tailored Ver (cfm)
HP-1 FC-1	GALLERY	Exhibit Display & Museum	140	2.57		6,100	
	Exhibit B	Exhibit Display & Museum	1,570	7.23		6,600	
	Exhibit C	Exhibit Display & Museum	400	4.420		8,600	
	Exhibit D	Exhibit Display & Museum	400	4.420		8,600	
	Exhibit Storage	Unconditioned	132	0.000			
HP-2 FC-2	Meeting Room	Convention/Conference	960	11.600			
Existing Five Ton Heat Pump	West Wing	Office	908	1.434			
	Kitchen	Kitchen & Food Prep	235	11.700			
	East Wing	Office	1,252	1.539			
Existing Five Ton Heat Pump	East Wing	Office	956	2.010			
	Gift Shop	Retail/Wholesale Sales	460	7.043		4,200	
Existing Four Ton Heat Pump	Lobby	Lobby (Main Entry & Assembly)	651	0.976		2,500	
	Exhibit A	Exhibit Display & Museum	1,776	8.313		6,200	
Existing Two Ton Heat Pump	Collection Storage A	Exhibit Display & Museum	758	1.938			
	Collection Storage B	Exhibit Display & Museum	304	2.447			

Notes: 1. See LTG-1 (Items marked with asterisk, see LTG-2 by others) 2. See LTG-3 3. See LTG-4
 EXCEPTIONAL CONDITIONS COMPLIANCE CHECKLIST
 The local enforcement agency should pay special attention to the items specified in this checklist. These items require special verification and documentation, and special verification to be used with the performance approach. The local enforcement agency should verify the adequacy of the justification, and may reject a building or design that otherwise complies based on the adequacy of the special verification and documentation submitted.

The exceptional features listed in this performance approach application have specifically been reviewed. Adequate written justification and documentation for their use have been provided by the applicant.

Authorized Signature or Stamp: [Signature]

Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
 EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 4 of 12

TAILORED LPD SUMMARY and WORKSHEET (Part 2 of 3) LTG-4

PROJECT NAME: DATE: TAILORED LPD - Illuminance Categories E, F, G, H, I and Gross Sales Wall Area

A	B	C	D	E	F	G	H	I	J	K	L
				ALLOTTED WATTS			DESIGN WATTS			ALLOWED WATTS (Min G or K)	
TASK / ACTIVITY	Illum. Cat.	RCR (f/E)	Notes*	TASK AREA (sf)	ALLOWED LPD	ALLOTTED WATTS (E X F)	LUMIN. CODE	QTY.	WATTS/ LUMIN.		DESIGN WATTS (J X K)
Exhibit A											
Floor Display	G			175	23.4	4165				4165	4165
Wall Display	G			140	23.4	3276				3276	3276
Exhibit B											
Floor Display	G			157	23.4	3674				3674	3674
Wall Display	G			154	23.4	3604				3604	3604
Exhibit C											
Floor Display	G			40	23.4	936				936	936
Wall Display	G			73	23.4	1708				1708	1708
Exhibit D											
Floor Display	G			40	23.4	936				936	936
Wall Display	G			73	23.4	1708				1708	1708
PAGE TOTAL							→		20,007		
BUILDING TOTAL							→		23,360		

* Enter Mounting Height or Throw Distance if applicable.

* Enter Mounting Height or Throw Distance if applicable.

TAILORED LPD - Public Area Displays

TASK / ACTIVITY	THROW DISTANCE	MOUNT HEIGHT	AREA (sf)	ALLOWED LPD	WATTS (EX F)	LUMIN. CODE	QTY.	WATTS LUMIN. (H X I)	WATTS (Min. For J)
TOTAL AREA PUBLIC DISPLAYS				SF		TOTAL			WATTS
PLANE OF PUBLIC DISPLAY AREA				X 0.1 =				MAXIMUM AREA PUBLIC DISPLAYS (SF)	

TAILORED LPD SUMMARY and WORKSHEET (Part 2 of 3) LTG-4

PROJECT NAME: DATE: TAILORED LPD - Illuminance Categories E, F, G, H, I and Gross Sales Wall Area

	B	C	D	E	F	G	H	I	J	K
TASK / ACTIVITY	Illum. Cat.	RCR (f/E)	Notes*	ALLOTTED WATTS			DESIGN WATTS			ALLOWED WATTS (Min.)
				TASK AREA (sf)	ALLOWED LPD	ALLOTTED WATTS (E X F)	LUMIN. CODE	QTY.	WATTS/ LUMIN.	
Gift Shop				46	23.4	1076				1076
Floor Display	G			74	11.7	866				866
Wall Display	G									
GALLERY				24	23.4	567				567
Wall Display	G									
Lobby				36	23.4	842				842
Wall Display	G									
PAGE TOTAL										33
BUILDING TOTAL										23

* Enter Mounting Height or Throw Distance if applicable.

* Enter Mounting Height or Throw Distance if applicable.

TAILORED LPD - Public Area Displays

TASK / ACTIVITY	THROW DISTANCE	MOUNT HEIGHT	AREA (sq)	ALLOWED LPD	WATTS (E X F)	LUMIN. CODE	QTY.	WATTS/ LUMIN. (H X I)	(W	
TOTAL AREA PUBLIC DISPLAYS				SF					TOTAL	
PLANE OF PUBLIC DISPLAY AREA				X 0.1 =		MAXIMUM AREA PUBLIC DISPLAYS (SF)				

DATE 7/17/00 REVISED:	PROJECT & OWNERS: Sun House Guild Grace Hudson Museum Additions & Renovations 431 S. Main St. Ukiah, CA 95482	ARCHITECT: Thomas Hise AIA Architect P.O. Box 607 Hopland, CA 95449 707 / 744-1921 FAX: 744-8580 e-mail: hiseaia@pacific.net
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ENVELOPE COMPLIANCE SUMMARY

Performance ENV-1

PROJECT NAME Grace Hudson Museum Addition DATE 7/17/00

OPAQUE SURFACES									
#	Surface Type	Framing Type	Area	U-Val.	Act. Azm.	Solar Gains Tilt Y/N	Form 3 Reference	Location / Comments	
1	Roof	None	110	0.050	0	0	2 in. Rigid Insulation Roof Deck	Gallery	
2	Wall	Wood	270	0.065	180	90	R-19 Wall (W. 19.2x6.16)	Exhibit B	
3	Roof	None	1,588	0.050	0	0	2 in. Rigid Insulation Roof Deck	Exhibit B	
4	Wall	Wood	327	0.065	90	90	R-19 Wall (W. 19.2x6.16)	Exhibit B	
5	Wall	Wood	240	0.065	180	90	R-19 Wall (W. 19.2x6.16)	Exhibit B	
6	Wall	Wood	247	0.065	270	90	R-19 Wall (W. 19.2x6.16)	Exhibit C	
7	Roof	None	408	0.050	0	0	2 in. Rigid Insulation Roof Deck	Exhibit C	
8	Wall	Wood	200	0.065	90	90	R-19 Wall (W. 19.2x6.16)	Exhibit D	
9	Roof	None	408	0.050	0	0	2 in. Rigid Insulation Roof Deck	Exhibit D	
10	Wall	Wood	200	0.065	270	90	R-19 Wall (W. 19.2x6.16)	Meeting Room	
11	Roof	Metal	950	0.044	0	0	R-30 Suspended Ceiling	Meeting Room	
12	Wall	Wood	360	0.065	45	90	R-19 Wall (W. 19.2x6.16)	Meeting Room	
13	Wall	Wood	200	0.065	135	90	R-19 Wall (W. 19.2x6.16)	Meeting Room	
14	Wall	Wood	200	0.065	315	90	R-19 Wall (W. 19.2x6.16)	Meeting Room	
15	Roof	Metal	908	0.044	0	0	R-30 Suspended Ceiling	West Wing	
16	Wall	Wood	180	0.065	315	90	R-19 Wall (W. 19.2x6.16)	West Wing	
17	Wall	Wood	380	0.065	135	90	R-19 Wall (W. 19.2x6.16)	West Wing	
18	Roof	Metal	235	0.044	0	0	R-30 Suspended Ceiling	Kitchen	
19	Wall	Wood	70	0.065	135	90	R-19 Wall (W. 19.2x6.16)	Kitchen	
20	Door	Wood	20	0.387	135	90	Solid Wood Door	Kitchen	

FENESTRATION SURFACES									
#	Type	Area	U-Val.	Act. Azm.	SHGC	Glazing Type	Location / Comments		
1	Skylight	50	0.680	0	0.78	Double Clear Default (NW)	Gallery		
2	Window	40	0.550	270	0.77	Double Clear Default (NW)	Exhibit B		
3	Window	40	0.570	270	0.77	Double Clear Default (NW)	Exhibit B		
4	Window	40	1.000	45	0.82	Single Clear Default (NW)	Meeting Room		
5	Window	40	1.000	45	0.82	Single Clear Default (NW)	Meeting Room		
6	Window	40	1.000	45	0.82	Single Clear Default (NW)	Meeting Room		
7	Window	40	1.000	135	0.82	Single Clear Default (NW)	West Wing		
8	Window	40	1.040	135	0.82	Single Clear Default (NW)	West Wing		
9	Window	20	1.000	225	0.82	Single Clear Default (NW)	East Wing		
10	Window	20	1.000	225	0.82	Single Clear Default (NW)	East Wing		
11	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
12	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
13	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
14	Window	20	1.000	225	0.82	Single Clear Default (NW)	East Wing		
15	Window	20	1.000	225	0.82	Single Clear Default (NW)	East Wing		

EXTERIOR SHADING									
#	Exterior Shade Type	SHGC	Window Hgt. Wd.	Overhang Len. Hgt. LExt.RExt.	Left Fin Dist. Len. Hgt.	Right Fin Dist. Len. Hgt.			
1	None	1.00							
2	None	0.76							
3	None	0.76							
4	None	0.76							
5	None	0.76							
6	None	0.76							
7	None	0.76							
8	None	0.76							
9	None	0.76							
10	None	0.76							
11	None	0.76							
12	None	0.76							
13	None	0.76							
14	None	0.76							
15	None	0.76							

Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 5 of 12

ENVELOPE COMPLIANCE SUMMARY

Performance ENV-1

PROJECT NAME Grace Hudson Museum Addition DATE 7/17/00

OPAQUE SURFACES									
#	Surface Type	Framing Type	Area	U-Val.	Act. Azm.	Solar Gains Tilt Y/N	Form 3 Reference	Location / Comments	
21	Roof	Metal	1,252	0.044	0	0	R-30 Suspended Ceiling	East Wing	
22	Wall	Wood	380	0.065	225	90	R-19 Wall (W. 19.2x6.16)	East Wing	
23	Roof	Metal	996	0.044	0	0	R-30 Suspended Ceiling	East Wing	
24	Wall	Wood	380	0.065	225	90	R-19 Wall (W. 19.2x6.16)	East Wing	
25	Roof	Metal	450	0.044	0	0	R-30 Suspended Ceiling	Gift Shop	
26	Wall	Wood	160	0.065	0	90	R-19 Wall (W. 19.2x6.16)	Gift Shop	
27	Wall	Wood	30	0.065	315	90	R-19 Wall (W. 19.2x6.16)	Gift Shop	
28	Roof	None	882	0.050	0	0	2 in. Rigid Insulation Roof Deck	Lobby	
29	Wall	Wood	75	0.065	0	90	R-19 Wall (W. 19.2x6.16)	Lobby	
30	Roof	None	1,792	0.050	0	0	2 in. Rigid Insulation Roof Deck	Exhibit A	
31	Wall	Wood	35	0.065	90	90	R-19 Wall (W. 19.2x6.16)	Exhibit A	
32	Wall	Wood	35	0.065	270	90	R-19 Wall (W. 19.2x6.16)	Exhibit A	
33	Roof	Metal	768	0.044	0	0	R-30 Suspended Ceiling	Collection Storage A	
34	Wall	Wood	320	0.065	225	90	R-19 Wall (W. 19.2x6.16)	Collection Storage A	
35	Wall	Wood	240	0.065	315	90	R-19 Wall (W. 19.2x6.16)	Collection Storage A	
36	Roof	Metal	304	0.044	0	0	R-30 Suspended Ceiling	Collection Storage B	
37	Wall	Wood	190	0.065	45	90	R-19 Wall (W. 19.2x6.16)	Collection Storage B	
38	Wall	Wood	160	0.065	315	90	R-19 Wall (W. 19.2x6.16)	Collection Storage B	

FENESTRATION SURFACES									
#	Type	Area	U-Val.	Act. Azm.	SHGC	Glazing Type	Location / Comments		
16	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
17	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
18	Window	20	1.040	225	0.82	Single Clear Default (NW)	East Wing		
19	Window	30	1.040	0	0.82	Single Clear Default (NW)	Gift Shop		
20	Window	20	1.000	0	0.82	Single Clear Default (NW)	Lobby		
21	Window	20	1.000	0	0.82	Single Clear Default (NW)	Lobby		
22	Window	20	1.040	0	0.82	Single Clear Default (NW)	Lobby		
23	Window	20	1.040	0	0.82	Single Clear Default (NW)	Lobby		
24	Window	35	1.040	0	0.82	Single Clear Default (NW)	Lobby		

EXTERIOR SHADING									
#	Exterior Shade Type	SHGC	Window Hgt. Wd.	Overhang Len. Hgt. LExt.RExt.	Left Fin Dist. Len. Hgt.	Right Fin Dist. Len. Hgt.			
16	None	0.76							
17	None	0.76							
18	None	0.76							
19	None	0.76							
20	None	0.76							
21	None	0.76							
22	None	0.76							
23	None	0.76							
24	None	0.76							

Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 6 of 12

CERTIFICATE OF COMPLIANCE

Performance MECH-1

PROJECT NAME Grace Hudson Museum Addition DATE 7/17/00

SYSTEM FEATURES				
SYSTEM NAME	Existing Five Ton Heat Pump	MECHANICAL SYSTEMS Existing Four Ton Heat Pump	Existing Two Ton Heat Pump	NOTE TO FIELD
TIME CONTROL	Programmable Switch	Programmable Switch	Programmable Switch	
SETBACK CONTROL	Heating Required	Heating Required	Heating Required	
ISOLATION ZONES	n/a	n/a	n/a	
HEAT PUMP THERMOSTAT?	Yes	Yes	Yes	
ELECTRIC HEAT?	10.0 kW	5.0 kW	0.0 kW	
FAN CONTROL	Constant Volume	Constant Volume	Constant Volume	
VAV MINIMUM POSITION CONTROL?	No	No	No	
SIMULTANEOUS HEAT/COOL?	No	No	No	
HEATING SUPPLY RESET	Constant Temp	Constant Temp	Constant Temp	
COOLING SUPPLY RESET	Constant Temp	Constant Temp	Constant Temp	
VENTILATION	Outside Air Cert.	Outside Air Cert.	Outside Air Cert.	
OUTDOOR DAMPER CONTROL	Auto	Auto	Auto	
ECONOMIZER TYPE	No Economizer	No Economizer	No Economizer	
DESIGN AIR CFM (MECH-3, COLUMN H)	373 cfm	1810 cfm	161 cfm	
HEATING EQUIPMENT TYPE	Heat Pump	Heat Pump	Heat Pump	
HEATING EQUIPMENT EFFICIENCY	6.6 HSPF	6.6 HSPF	6.6 HSPF	
COOLING EQUIPMENT TYPE	Split DX	Split DX	Split DX	
COOLING EQUIPMENT EFFICIENCY	10.0 SEER / 9.5 EER	10.0 SEER / 10.0 EER	10.0 SEER / 9.2 EER	
MAKE AND MODEL NUMBER	Five Ton Heat Pump	Four Ton Heat Pump	Two Ton Heat Pump	
HEATING DUCT LOCATION	Ducts in Attic	Ducts in Attic	Ducts in Attic	4.2
COOLING DUCT LOCATION	Ducts in Attic	Ducts in Attic	Ducts in Attic	4.2
DUCT TAPE ALLOWED?	No	No	No	
PIPE TYPE (SUPPLY, RETURN, ETC.)				
PIPE INSULATION REQUIRED?	Yes	Yes	Yes	

CODE TABLES: Enter code from table below into columns above.				
HEAT PUMP THERMOSTAT?	TIME CONTROL	SETBACK CTRL.	ISOLATION ZONES	FAN CONTROL
ELECTRIC HEAT?	S: Prog. Switch O: Occupancy M: Manual Timer	H: Heating C: Cooling B: Both	I: Inlet Vanes Enter Number of Isolation Zones.	P: Variable Pitch V: VFD O: Other C: Curve
VAV MINIMUM POSITION CONTROL?	Y: Yes N: No			
SIMULTANEOUS HEAT / COOL?		VENTILATION	OUTDOOR DAMPER	ECONOMIZER
HEAT AND COOL SUPPLY RESET?		B: Air Balance C: Outside Air Cert. M: Out. Air Measure D: Demand Control N: Natural	A: Auto G: Gravity	A: Air W: Water N: Not Required
HIGH EFFICIENCY?				O.A. CFM Enter Outdoor Air CFM. Note: This shall be no less than Col. H on MECH-3.
DUCT TAPE ALLOWED?				
PIPE INSULATION REQUIRED?				

NOTES TO FIELD - For Building Department Use Only

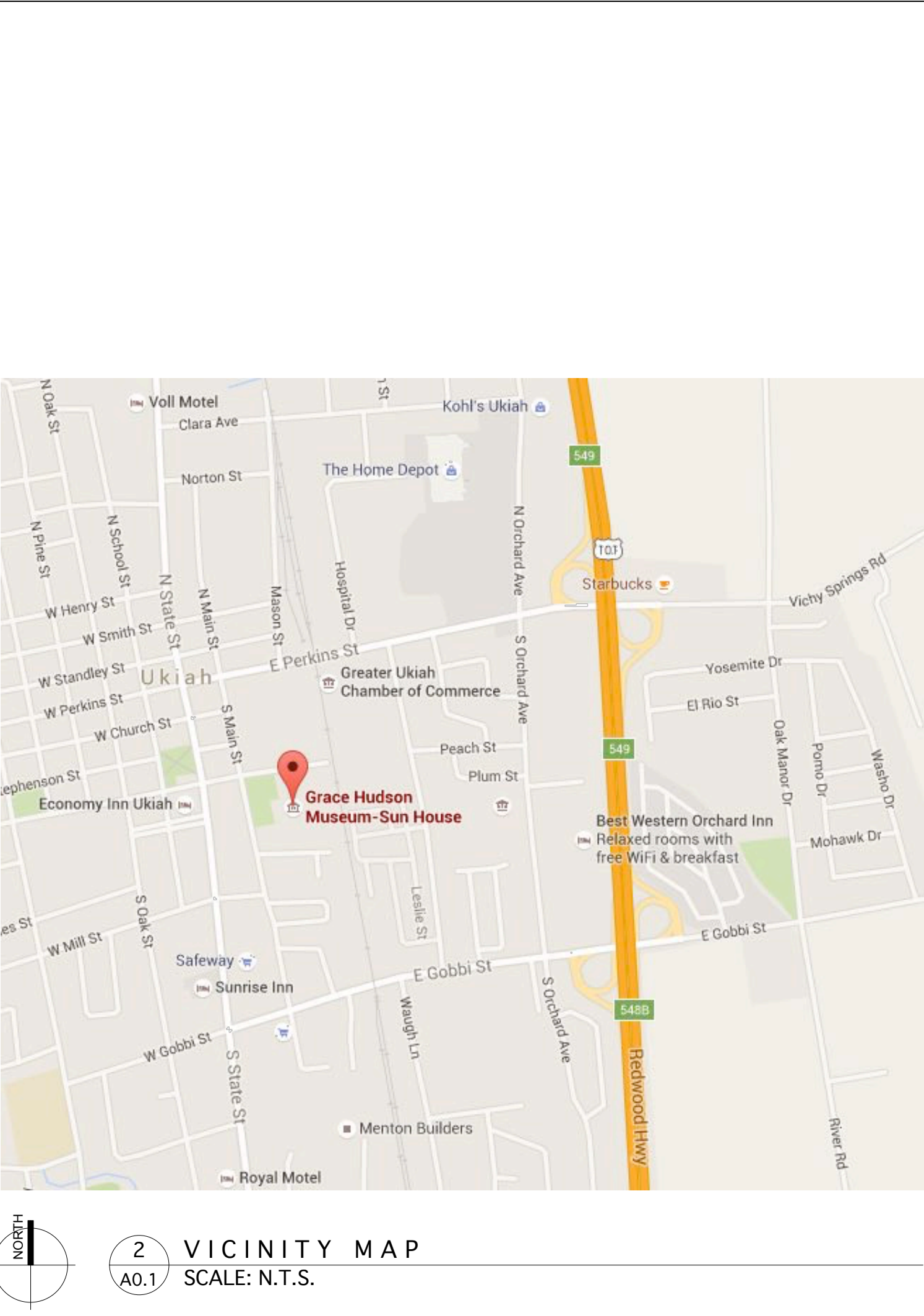
Run Initiation Time: 07/17/00 15:27:50 Run Code: 963862070
EnergyPro 2.1 By EnergySoft User Number: 4751 Job Number: Page 9 of 12

CERTIFICATE OF COMPLIANCE

Performance MECH-1

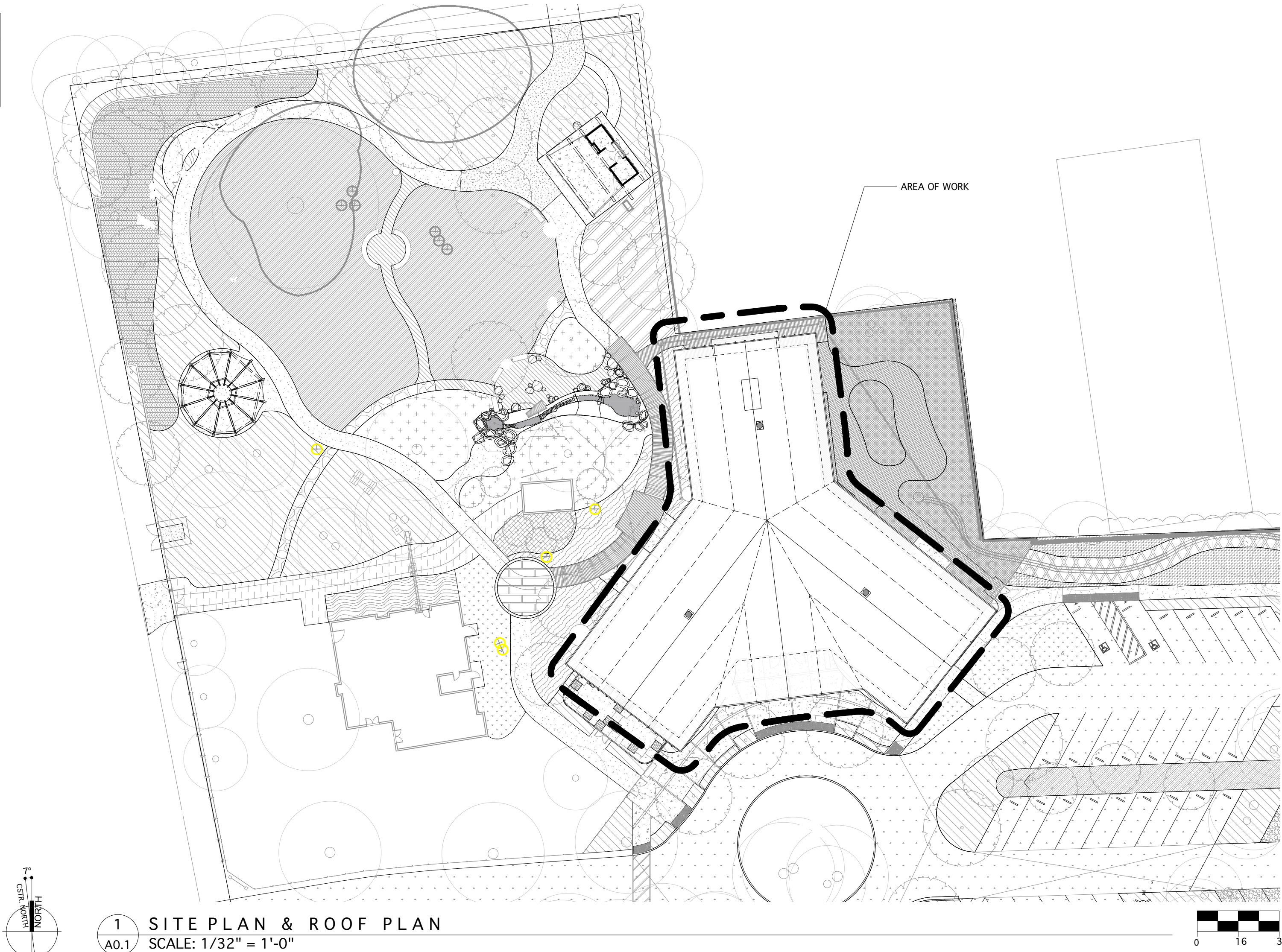
PROJECT NAME Grace Hudson Museum Addition DATE 7/17/00

SYSTEM FEATURES				
SYSTEM NAME	MECHANICAL SYSTEMS			NOTE TO FIELD
	HP-1 FC-1	HP-2 FC-2	Existing Five Ton Heat Pump	
TIME CONTROL	Programmable Switch	Programmable Switch	Programmable Switch	
SETBACK CONTROL	Heating Required	Heating Required	Heating Required	
ISOLATION ZONES	n/a	n/a	n/a	
HEAT PUMP THERMOSTAT?	Yes	Yes	Yes	
ELECTRIC HEAT?	10.0 kW	10.0 kW	10.0 kW	
FAN CONTROL	Constant Volume	Constant Volume	Constant Volume	
VAV MINIMUM POSITION CONTROL?	No	No	No	
SIMULTANEOUS HEAT/COOL?	No	No	No	
HEATING SUPPLY RESET	Constant Temp	Constant Temp	Constant Temp	
COOLING SUPPLY RESET	Constant Temp	Constant Temp	Constant Temp	
VENTILATION	Outside Air Cert.	Outside Air Cert.	Outside Air Cert.	
OUTDOOR DAMPER CONTROL	Auto	Auto	Auto	
ECONOMIZER TYPE	No Economizer	No Economizer	No Economizer	
DESIGN AIR CFM (MECH-3, COLUMN H)	1255 cfm	480 cfm	359 cfm	
HEATING EQUIPMENT TYPE	Heat Pump	Heat Pump	Heat Pump	
HEATING EQUIPMENT EFFICIENCY	6.8 HSPF	6.8 HSPF	6.6 HSPF	
COOLING EQUIPMENT TYPE	Split DX	Split DX	Split DX	
COOLING EQUIPMENT EFFICIENCY	10.0 SEER / 9.5 EER CARRIER 38YCW060	10.0 SEER / 9.5 EER CARRIER 38YCW060	10.0 SEER / 9.5 EER Five Ton Heat Pump	
MAKE AND MODEL NUMBER				
HEATING DUCT LOCATION	Ducts in Attic	Ducts in Attic	Ducts in Attic	4.2
COOLING DUCT LOCATION	Ducts in Attic	Ducts in Attic	Ducts in Attic	4.2
DUCT TYPE ALLOWED?	No	No	No	
PIPE TYPE (SUPPLY, RETURN, ETC.)				
PIPE INSULATION REQUIRED?	Yes	Yes	Yes	



SITE PLAN NOTES

1. EXTENT OF WORK LIMITED TO ROOF REPLACEMENT & REPAIRS AT EXISTING GRACE HUDSON MUSEUM STRUCTURE.



SYMBOL LEGEND	ABBREVIATIONS	GENERAL NOTES
NORTH ARROWS REVISION NUMBER DRAWING TITLE SECTION REFERENCE DETAIL REFERENCE INTERIOR & EXTERIOR ELEVATION REFERENCES WINDOW TAG DOOR TAG CENTERLINE BATT INSULATION INSULATION AS NOTED ROOM TAG ROOM NUMBER ELEVATION MARKER ROOF SLOPE ELEVATION BENCH MARK FLOOR LINE STRUCTURAL GRID	> Angle C Centerline Ø Diameter @ At A.B. Anchor Bolt ABV Above AC Air Conditioning ADD'L Additional ADJ. Adjacent AFF Above Finished Floor AFS Above Finished Slab ALUM Aluminum APPROX Approximate BASE Baseboard BD Board BIT. Bituthane BLDG Building BLK Block BLKG Blocking BM Beam B.N. Boundary Nailing B.O. Bottom Of B.O. By Owner or by Others BOT Bottom B.P. Building Paper BRG Bearing BTW. Between CJ Control Joint CLR Clear CMU Concrete Masonry Unit CNTR Center COL Column COMP Composition CONC Concrete CONT Continuous COTG Clean Out to Grade CSK Countersink DBL Double DF Douglas Fir DIA Diameter DIM Dimension DN Down DS Down spout DWG Drawing (E) Existing EA Each EL Elevation ELEV. Elevation EMBED Embedded E.N. Edge Nailing E.T.R. Existing to Remain EQ Equal EW Each Way EXT. Exterior FAU Forced Air Unit F.D. Floor Drain FDN Foundation F.F. Finish Floor FIN Finish FLASH Flashing FLR Floor F.O.C. Face of Concrete F.O.F. Face of Framing F.O.M. Face of Masonry F.O.S. Face of Stud FRMG Framing FTG Footing GA Gauge GALV Galvanized GL Glu Lam GLB Glu Lam Beam GSM Galv. Sheet Metal GYP.BD. Gypsum Board GYP Gypsum HB Hose bib HDR Header HGT Height HORIZ Horizontal HT Height HVAC Heating, Ventilation & AC I.D. Inside Diameter INT Interior J.H. Joist Hanger JOINT Joint LAM Laminate MAX Maximum M.B. Machine Bolt MFR Manufacturer MIN Minimum MTL Metal (N) New NAT. Natural N.I.C. Not in Contract NO. or # Number N.T.S. Not to Scale O/ Over O.C. On Center O.D. Outside Diameter O.H. Overhang O.F.O. Outside Face of OPNG. Opening OPP. Opposite OPP. HD. Opposite Hand OZ. Ounce PEN. Penetration P.E.N. Plywood Edge Nailing PSE Pneumatically Impacted PL Stabilized Earth PL Plate P.L. Property Line PT Pressure Treated PLYWD Plywood PTD Painted PV Photovoltaic PWD Plywood FHWS Flat Head Wood Screw R. Riser RAD. Radius RCP Reflected Ceiling Plan RWD Redwood REINF. Reinforcement REQ'D Required R.O. Rough Opening R.S. Roof Structure S.A.D. See Architectural Drawings S.C.D. See Civil Drawings SF Square Footage SHT. Sheathing SHT'G Sheathing SIM. Similar SL Slope S.L.D. See Landscape Drawings S.O.G. Slab on Grade SPEC Specifications SS Stainless Steel SSCO Sanitary Sewer Clean Out S.S.D. See Structural Drawings S.S.W. Simpson Shear Wall STD Standard STL Steel STRUCT. Structural T. Tread T.B.D. To Be Determined T&B Top and Bottom T&G Tongue and Groove T.G. Tempered Glass THK Thick T.O. Top of T.O.B. Top of Beam T.O.C. Top of Concrete T.O.F.F. Top of Finished Floor T.O.P.L. Top of Plate T.O.R.S. Top of Roof Structure T.O.S. Top of Slab T.O.S.F. Top of Subfloor T.O.W. Top of Wall TPY Typical U.O.N. Unless Otherwise Noted VAR. Varies VER. Verify VERT. Vertical VGDF Vertical Grain Douglas Fir V.I.F. Verify in Field W/ With WD Wood WDW Window WP Waterproof W.R. Water Resistant W.S. Wood Screws W.S.P. Wood Sheathing Panel	1. All work shall conform to the 2013 editions of the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Energy Code, and California Green Building Standards Code, as minimum requirements, in addition to all applicable local amendments. All work shall conform to federal, state and local ADA regulations. 2. The Contractor shall guarantee workmanship and materials for a period of one year after substantial completion, inspection and acceptance of his/her work. 3. The Contractor shall be responsible for coordination of all building systems including but not limited to: architectural, structural, landscape/drainage, plumbing, mechanical, electrical, and fire suppression systems, with particular attention paid to the coordination of framing with electrical & mechanical systems. 4. Coordinate construction phasing with Owner, as necessary. 5. The General Contractor shall call for all architectural, structural and governmental inspections as required, and as in these Specifications. Provide 10 day min. notice for all site reviews by Architect/Engineer. 6. All manufactured materials and equipment shall be installed per manufacturer's instructions and as described in the Specifications. Substitutions of materials or equipment for those designated may be made only upon approval of the Architect. 7. The Contractor shall inspect the existing premises and take note of existing conditions prior to submitting prices. No claim for additional fees will be allowed for difficulties encountered, which could have reasonably been inferred from such an examination. Drawings of existing site conditions are to be used as guidelines. 8. Any errors, omissions or conflicts found in various parts of the construction drawing set shall be brought to the Architect's attention prior to proceeding with construction. 9. Written dimensions and notes take precedence over scaled dimensions and line drawings. DO NOT SCALE DRAWINGS. Call the Architect for additional dimensions. All dimensions are to face of framing, or top of bearing, U.O.N. Contractor to verify all specified dimensions in the field. Discrepancies shall be brought to the immediate attention of the Architect. 10. Where details are not specifically indicated, similar details (or description) shall apply. 11. The Contractor shall remove all construction debris at the end of the job and dispose of it legally, clean all new windows, and leave the job broom clean. Contractor shall reduce construction waste and dispose of waste materials per Spec. Div. 2.

PROJECT DATA
LOCATION: 411 S. Main Street ASSESSOR PARCEL NUMBER: 002-281-31, 002-281-26 ZONING: PF
PROJECT DESCRIPTION
REPLACEMENT OF (E) BERMUDA METAL ROOF w/ (N) COMPOSITE SHINGLE ROOF AT (E) MUSEUM BUILDING. REPAIRS OF FLASHING, UNDERLAYMENT, SHEATHING, & ROOF FRAMING AS REQ'D.
NO INTERIOR OR STRUCTURAL ALTERATIONS, ADDITIONS, OR NEW CONSTRUCTION.
PROJECT DIRECTORY
OWNER Grace Hudson Museum & Sun House 411 S. Main Street Ukiah, CA 95482 Contact: Sherrie Smith-Ferri E: sherrie@gracehudsonmuseum.org T: 707-467-2836
ARCHITECT Arkin Tilt Architects 1101 Eighth Street, Suite 180 Berkeley, CA 94710 E: info@arkintilt.com T: 510.528.9830 F: 510.528.0206
DRAWING INDEX
A0.1 GENERAL INFORMATION / SITE & ROOF PLAN A2.1 ROOF PLAN / REFLECTED CEILING PLAN A3.1 EXTERIOR ELEVATIONS A4.1 BUILDING SECTIONS & DETAILS

Revision Date

I.D.

ARKIN · TILT

ARCHITECTS

Ecological Planning & Design

1101 8th Street, #180
Berkeley, CA 94710

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info@arkintilt.com

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Roof Replacement & Repairs for:

Grace Hudson Museum

431 S. Main Street
Ukiah, CA 95852

APN: 002-281-31, 002-281-26

General Information &
Site & Roof Plan

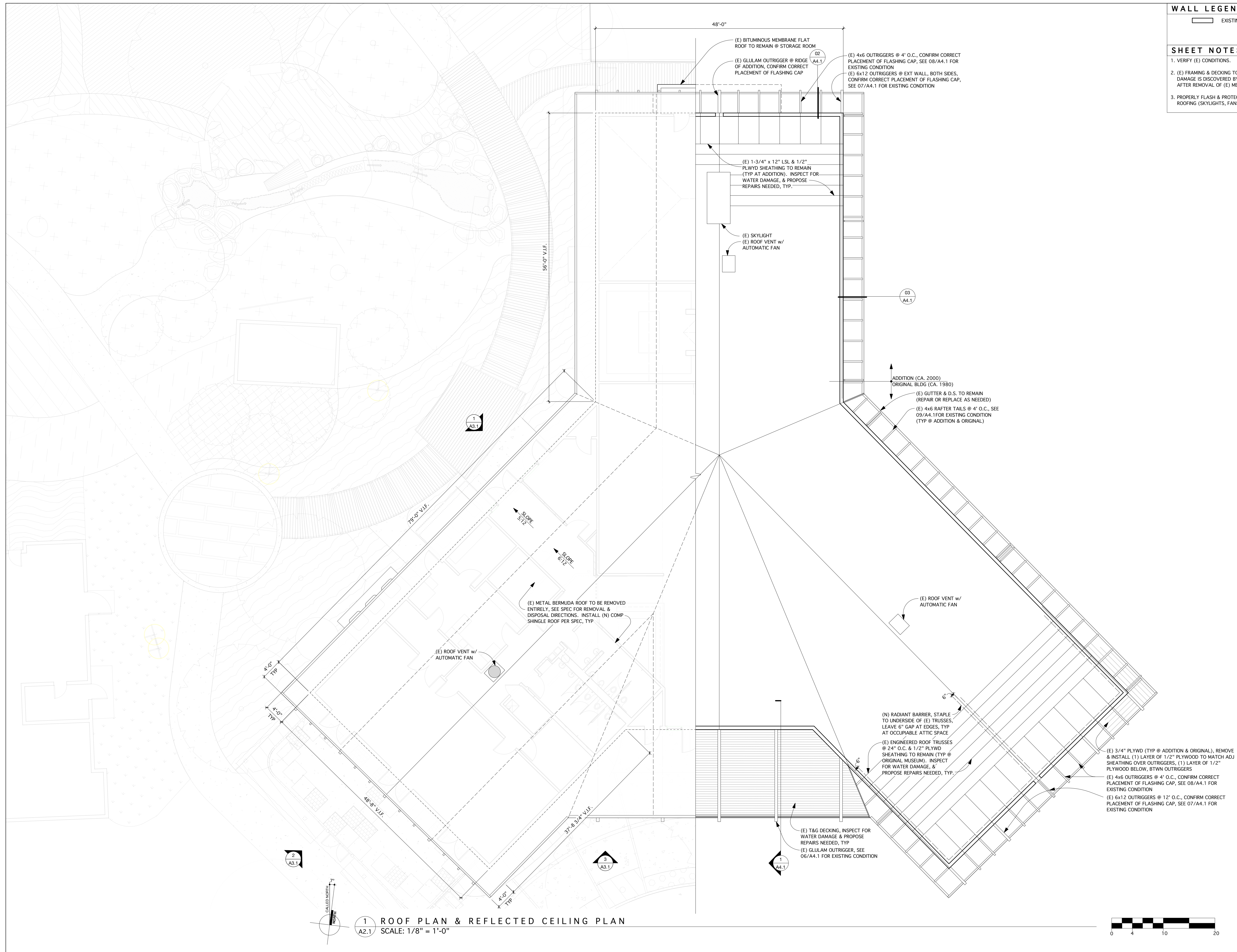
DATE: 05.19.16

JOB: GHM-RR

SCALE: AS NOTED

DRAWN: ATA

SHEET: A0.1



WALL LEGEND	
	EXISTING WALL TO REMAIN

SHEET NOTES	
1. VERIFY (E) CONDITIONS.	
2. (E) FRAMING & DECKING TO REMAIN U.O.N. OR UNLESS DAMAGE IS DISCOVERED BY THIRD-PARTY INSPECTOR AFTER REMOVAL OF (E) METAL ROOF & UNDERLAYMENT.	
3. PROPERLY FLASH & PROTECT ALL PENETRATIONS IN ROOFING (SKYLIGHTS, FANS, VENTS, ETC.).	

Revision Date	I.D.



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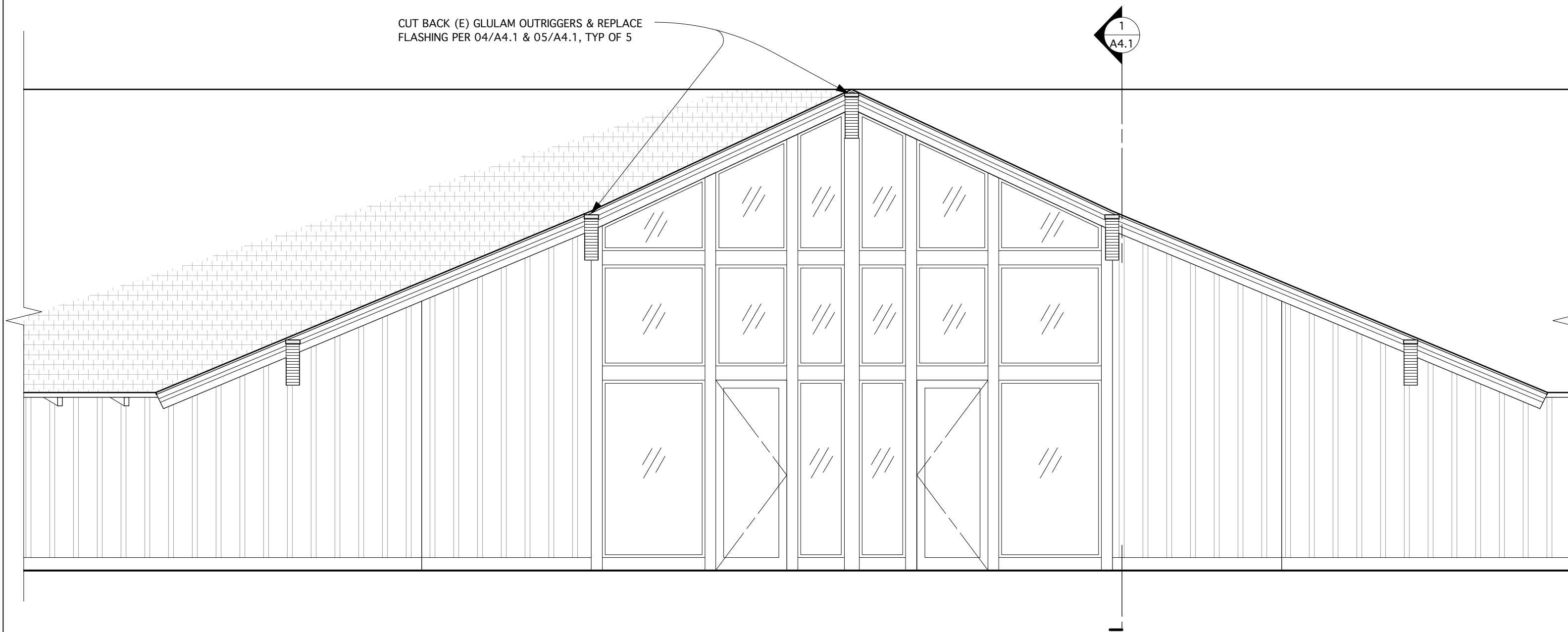
1101 8th Street, #180
Berkeley, CA 94710
phone 510.528.9830
fax 510.528.0206
info@arkintilt.com
www.arkintilt.com

Root Replacement & Repair for:
Grace Hudson Museum
431 S. Main Street
Ukiah, CA 95482
APN: 002-281-31, 002-281-26

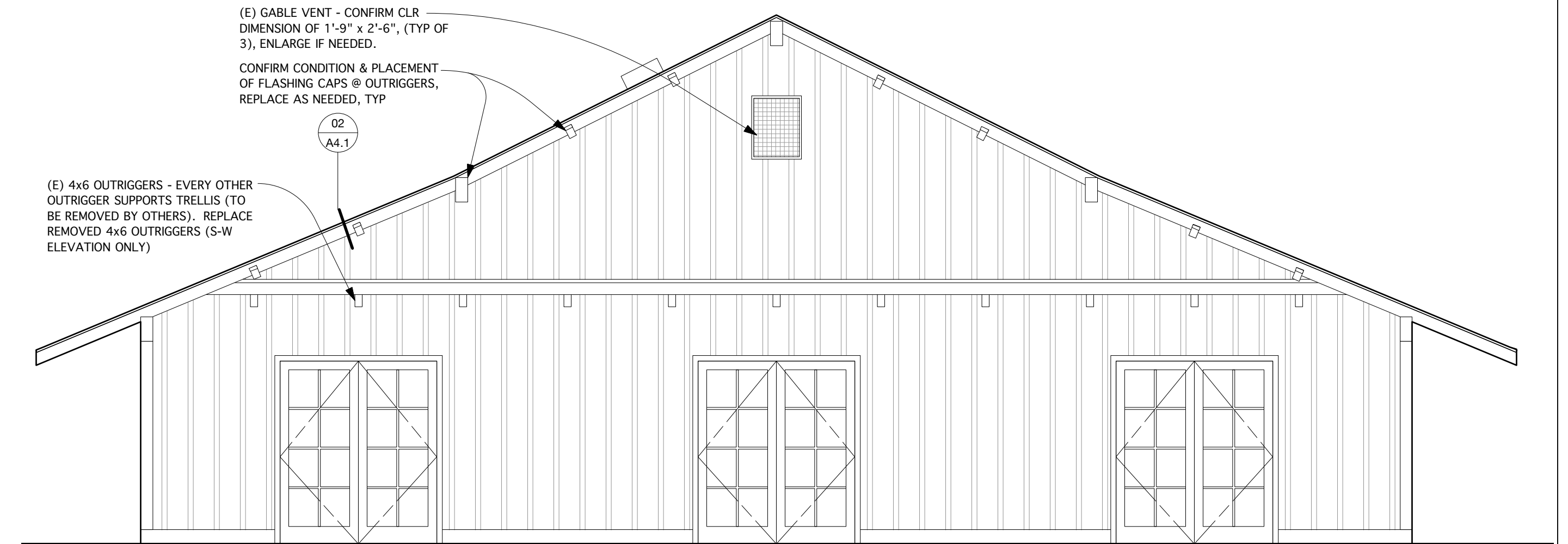
Roof Plan & Reflected Ceiling Plan

DATE:	05.19.16
JOB:	GHM-RR
SCALE:	AS NOTED
DRAWN:	ATA
SHEET:	

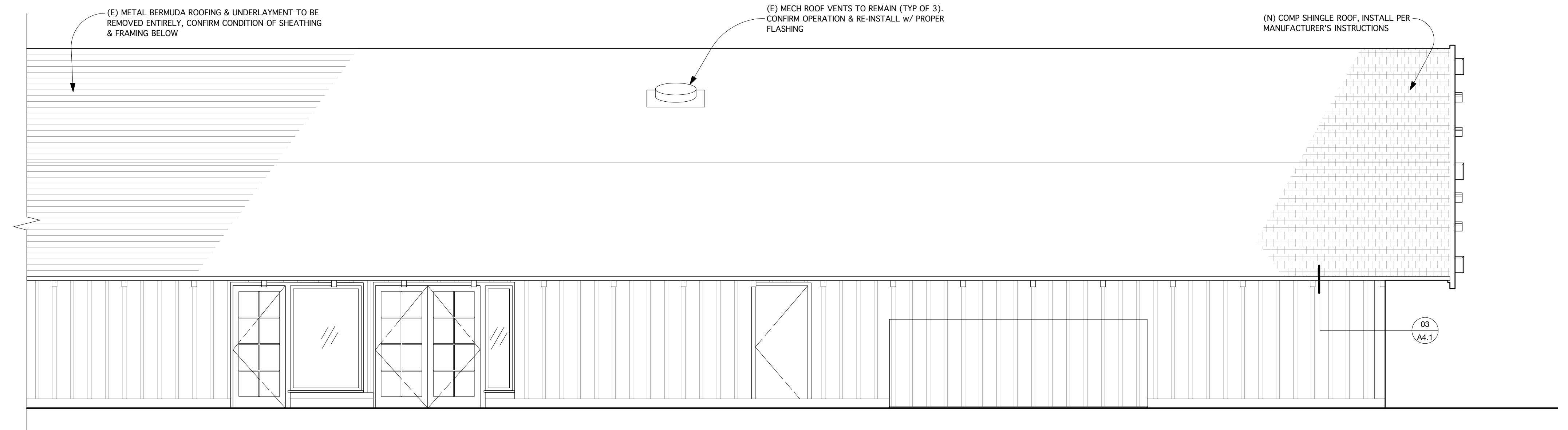
A2.1



3 SOUTH ELEVATION (ENTRY)
A3.1 SCALE: 1/4" = 1'-0"



2 SOUTH-WEST ELEVATION (SOUTH-EAST SIM)
A3.1 SCALE: 1/4" = 1'-0"



1 NORTH WEST ELEVATION (NORTH-EAST SIM)
A3.1 SCALE: 1/4" = 1'-0"

Revision Date	I.D.



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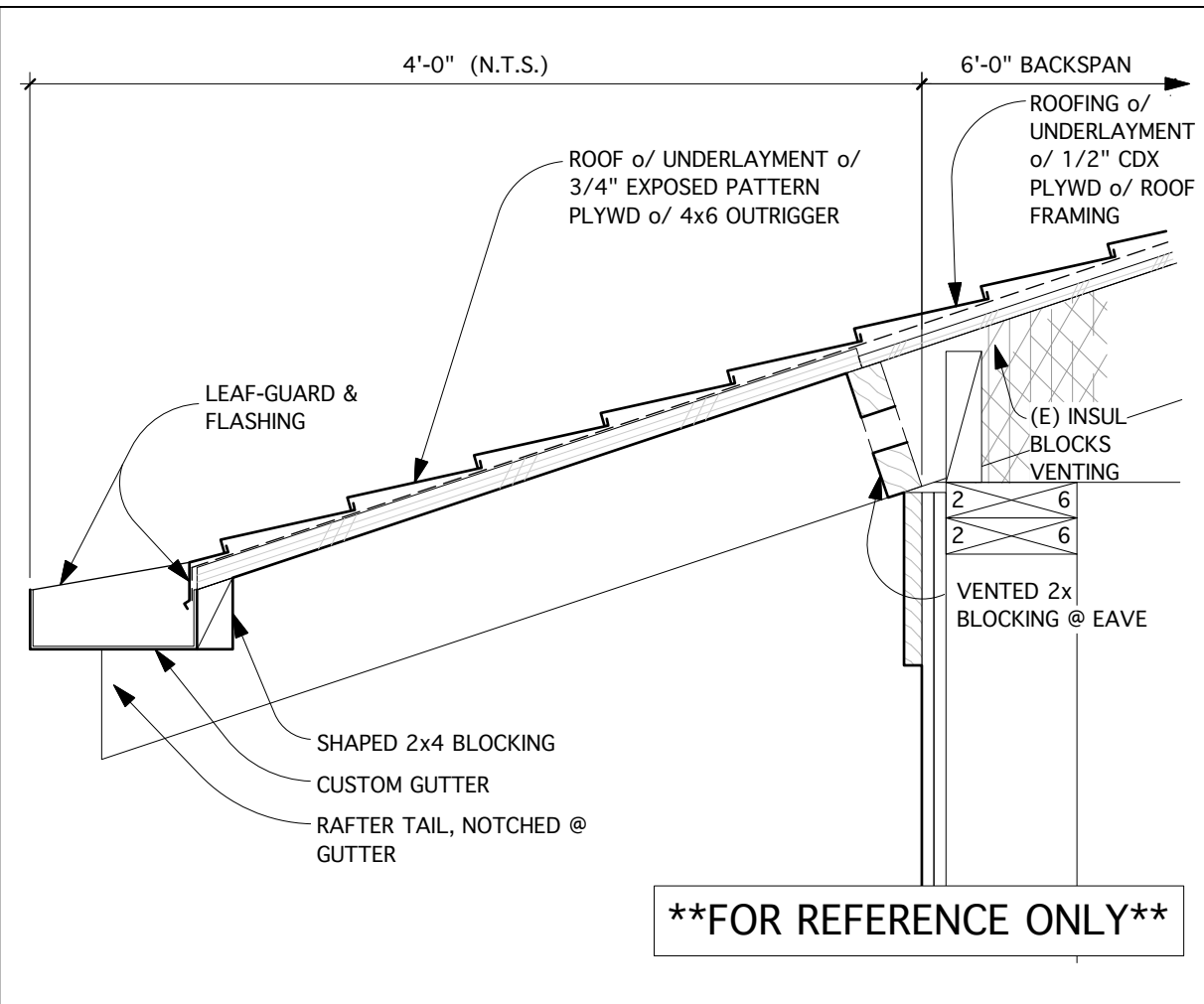
1101 8th Street, #180
Berkeley, CA 94710
phone 510.528.9830
fax 510.528.0206
info@arkintilt.com
www.arkintilt.com

Roof Replacement & Repair for:
Grace Hudson Museum
431 S. Main Street
Ukiah, CA 95482
APN: 002-281-31, 002-281-26

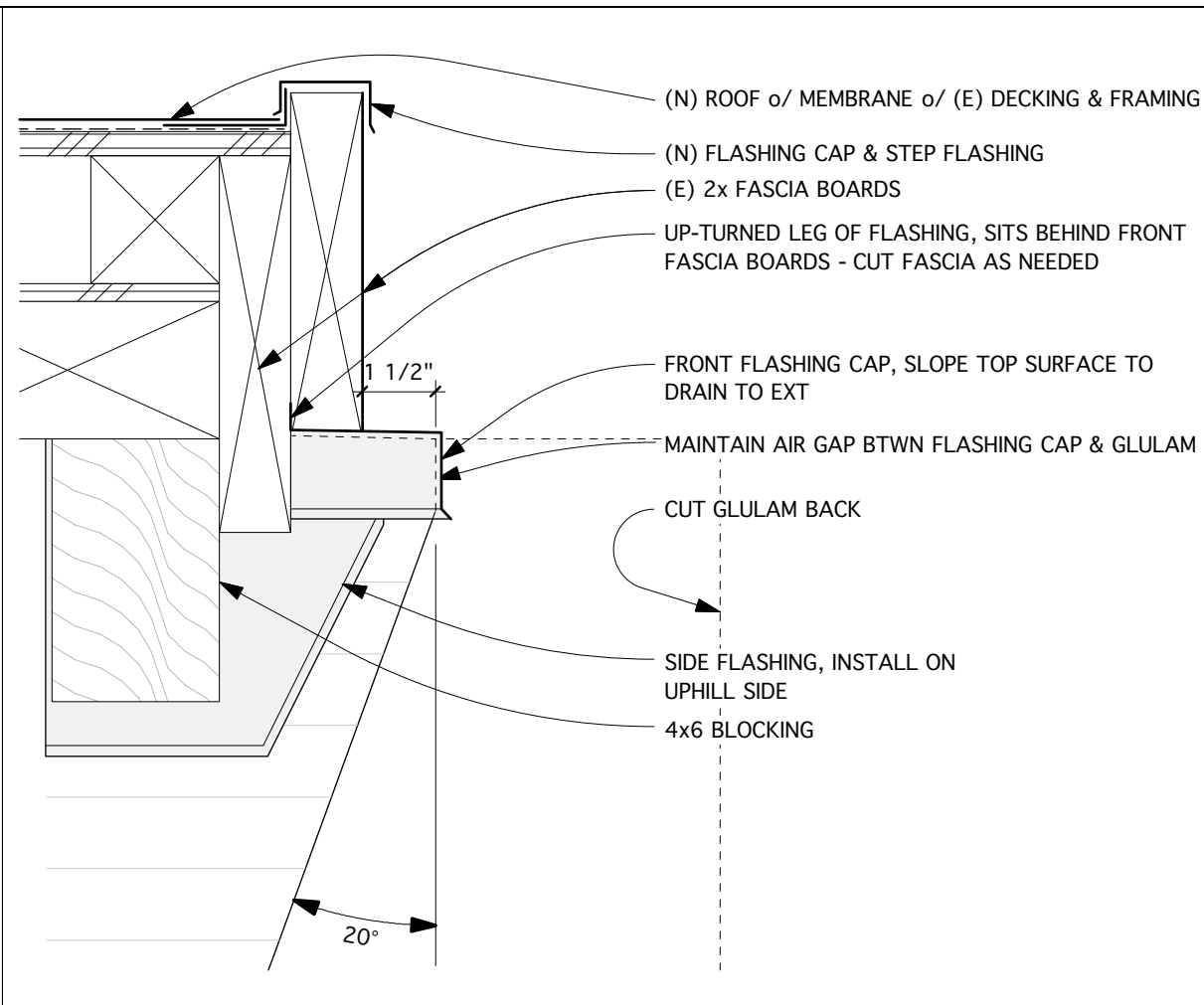
Elevations

DATE: 05.19.16
JOB: GHM-RR
SCALE: AS NOTED
DRAWN: ATA
SHEET:

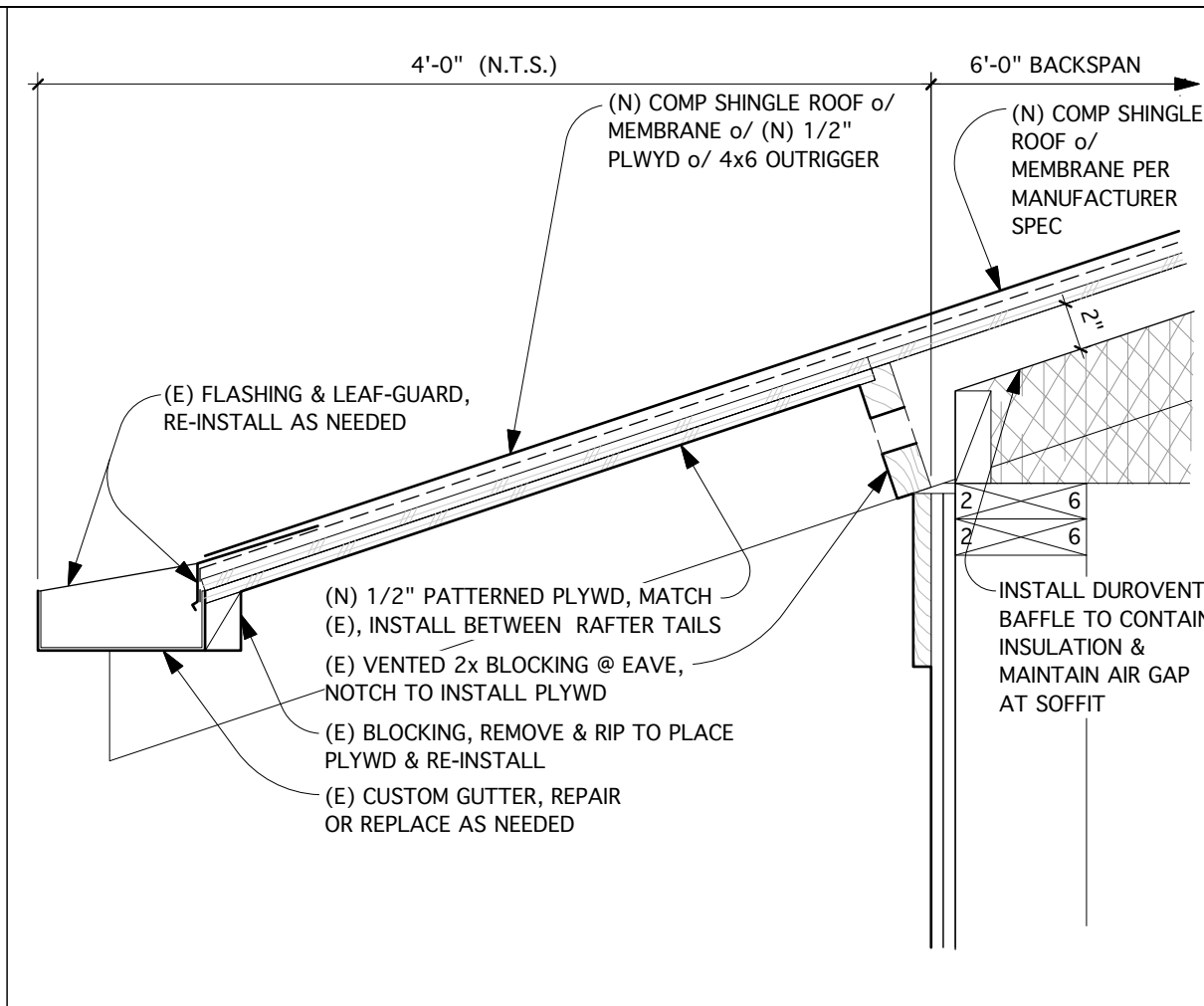
A3.1



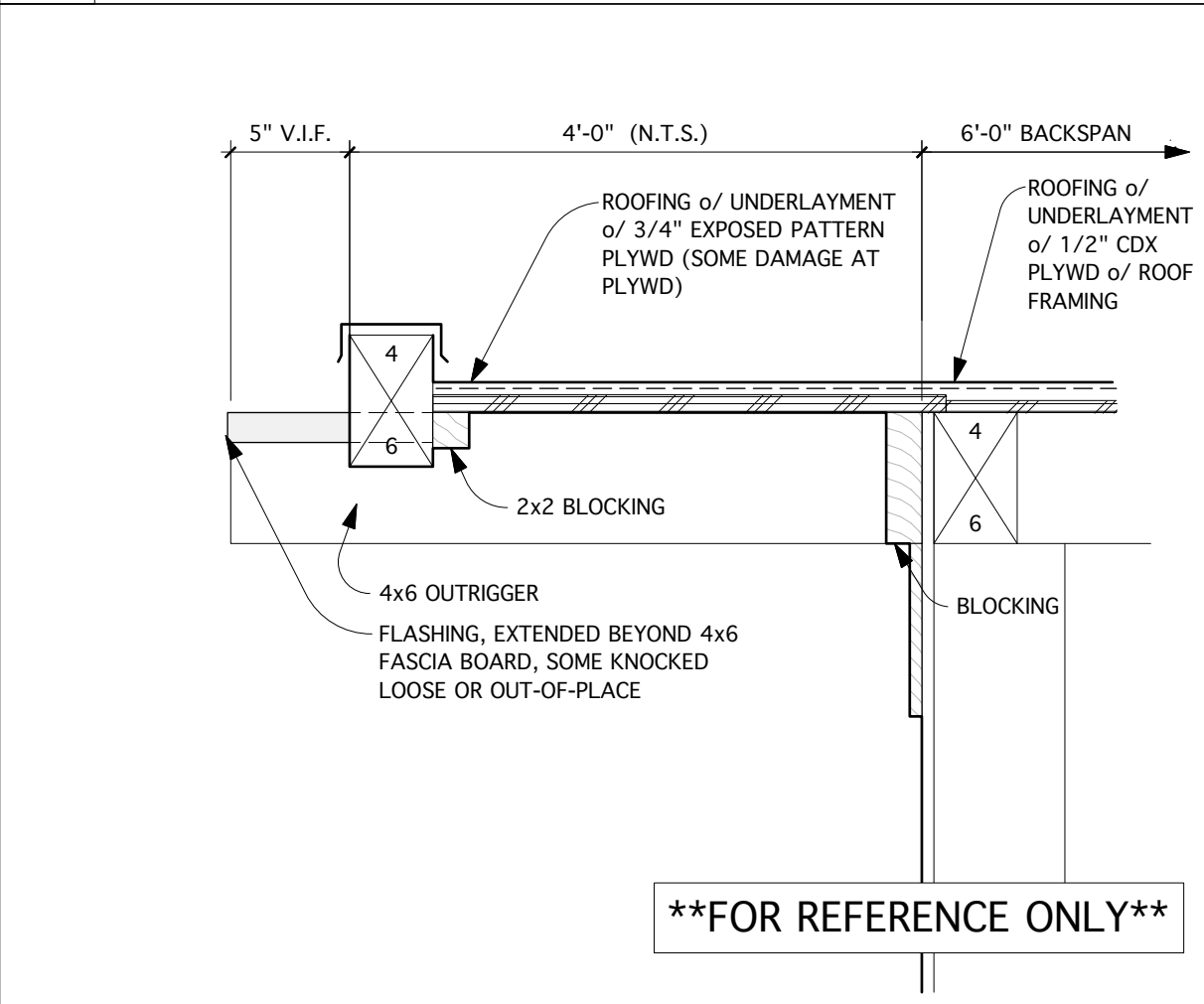
09 EXISTING CONDITION, 4x6 RAFTER TAIL & GUTTER
A4.1 SCALE: 1 1/2" = 1'-0"



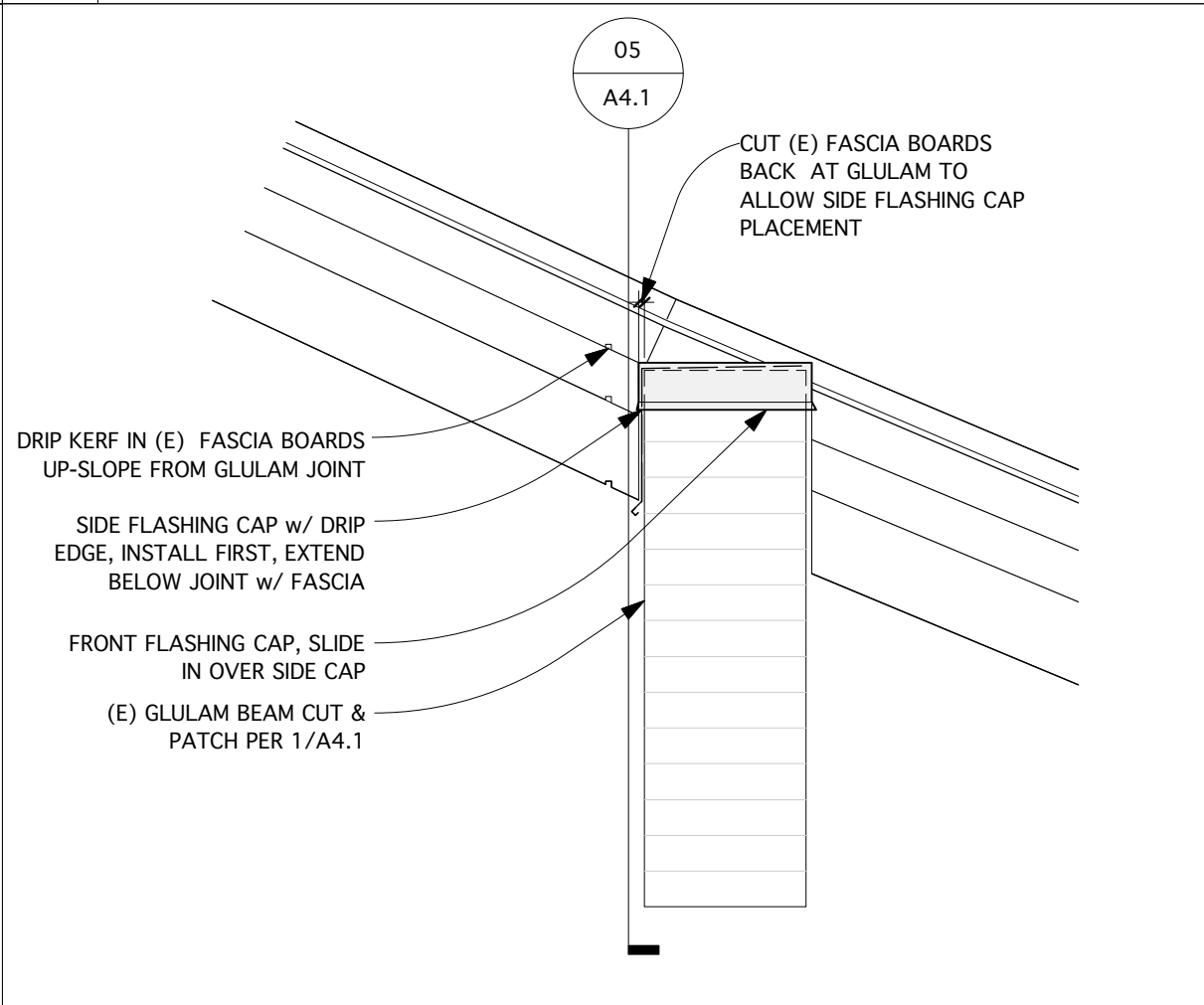
05 (N) FLASHING FOR GLULAM @ ENTRY
A4.1 SCALE: 3" = 1'-0"



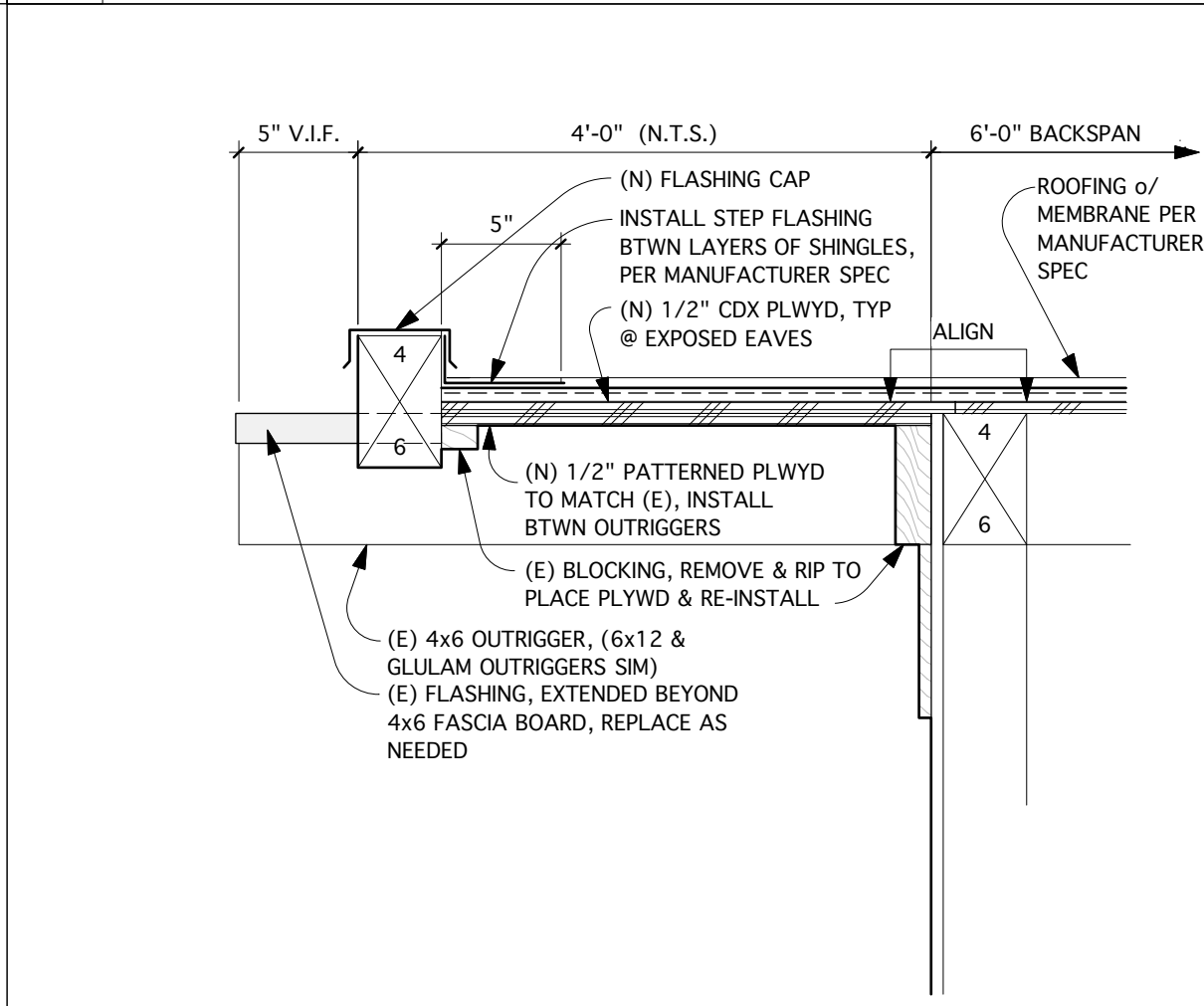
03 (N) COMP SHINGLE ROOF @ EAVE
A4.1 SCALE: 1 1/2" = 1'-0"



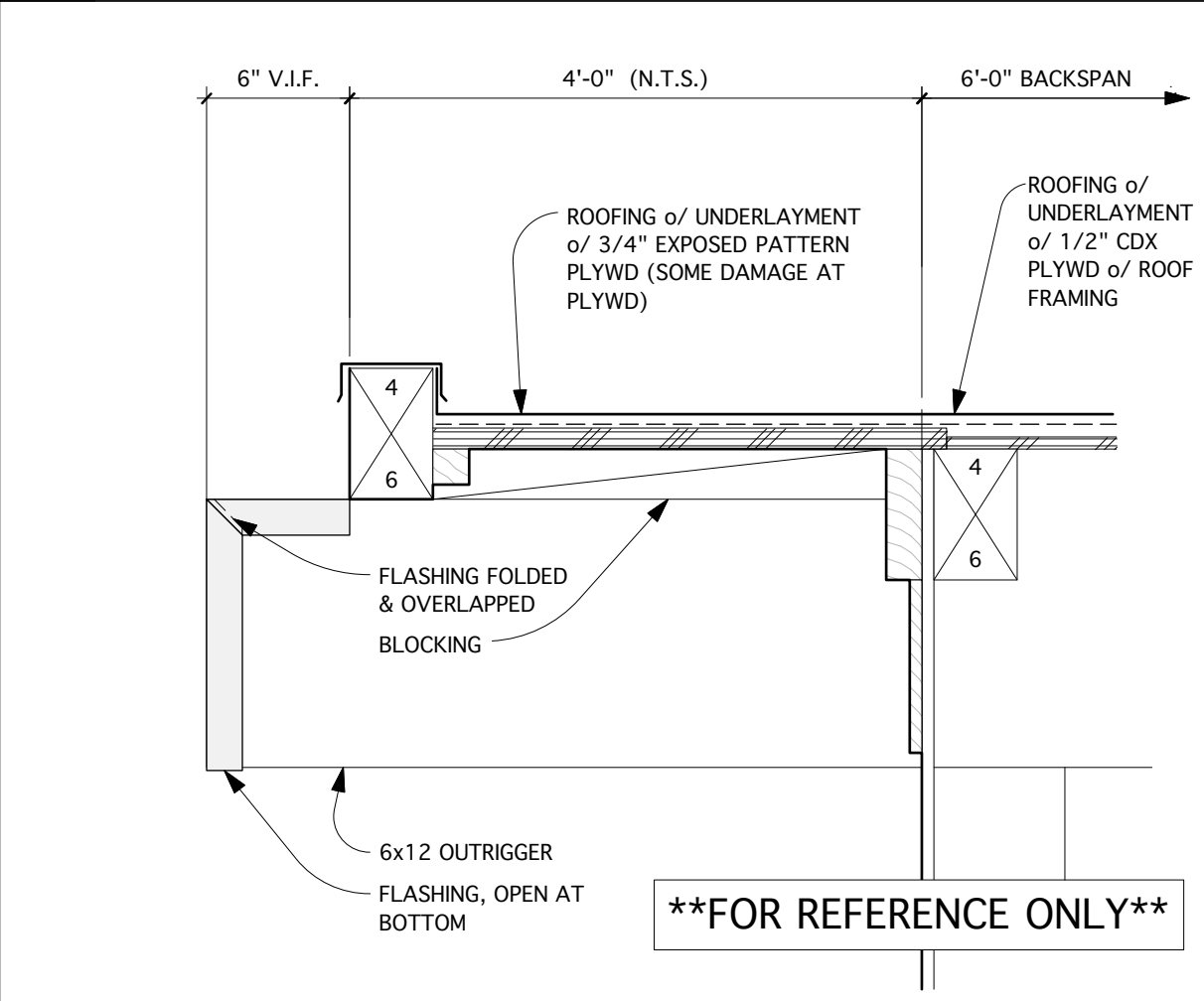
08 EXISTING CONDITION, 4x6 OUTRIGGER ADDITION (ORIGINAL SIM)
A4.1 SCALE: 1 1/2" = 1'-0"



04 (N) ELEVATION OF GLULAM @ ENTRY
A4.1 SCALE: 1 1/2" = 1'-0"



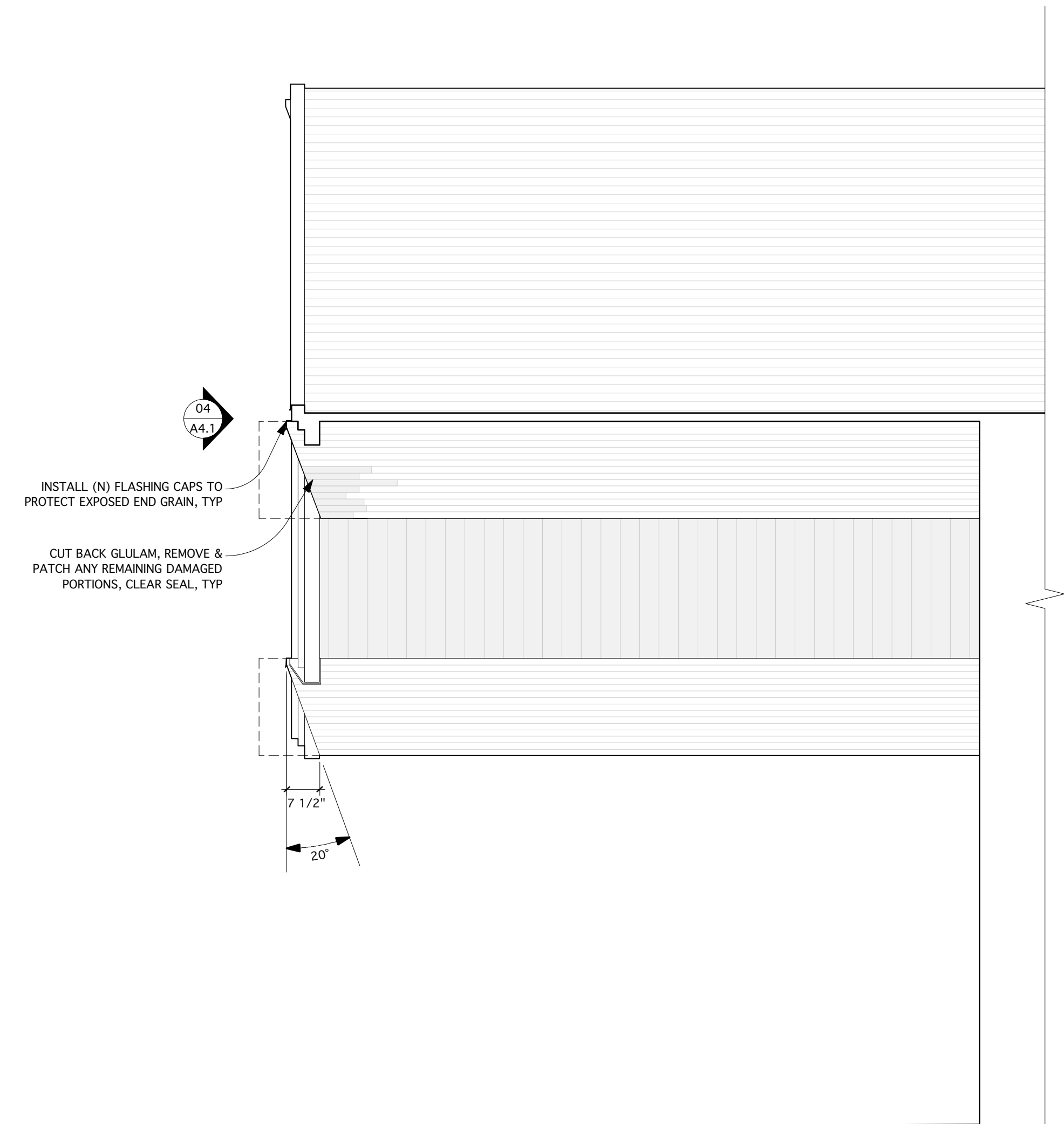
02 (N) COMP SHINGLE ROOF & FLASHING @ RAKE
A4.1 SCALE: 1 1/2" = 1'-0"



07 EXISTING CONDITION, GLULAM OUTRIGGER @ ADDITION (ORIGINAL SIM)
A4.1 SCALE: 1 1/2" = 1'-0"



06 EXISTING CONDITION, GLULAM OUTRIGGER @ ENTRY
A4.1 SCALE: 1 1/2" = 1'-0"



1 SECTION @ FRONT ENTRY EAVE
A4.1 SCALE: 1/2" = 1'-0"

Revision Date	I.D.



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Roof Replacement & Repair for:
Grace Hudson Museum
431 S Main Street
Ukiah, CA 95482
APN: 002-281-31, 002-281-26

Sections & Details

DATE: 05.19.16
JOB: GHM
SCALE: AS NOTED
DRAWN: ATA
SHEET:

A4.1



ITEM NO.: 13a

MEETING DATE: July 6, 2016

AGENDA SUMMARY REPORT

SUBJECT: DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – OCTOBER 5 – 7, 2016

Summary: Council to designate a voting delegate and alternate(s) for the 2016 League Annual Conference and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf.

Background and Discussion: The League of California Cities 2016 Annual Conference is scheduled for October 5 -7, 2016 in Long Beach (Attachment 1). On Friday, October 7, 12:00 p.m., the League holds its Annual Business meeting where membership considers and takes action on resolutions that establish League policy. The League is requesting the City Council designate a voting delegate and, if desired, up to two voting delegate alternates to participate in this meeting (Attachment 2). Councilmember Mulheren is currently assigned to the League and plans to attend the conference.

Staff is requesting Council designate a voting delegate and alternate(s) for the 2016 League Annual Conference, if desired, and authorize the City Clerk to submit the Voting Delegate/Alternate Form (Attachment 3) on their behalf.

FISCAL IMPACT:				
Budgeted Amount in 15-16 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Designate a voting delegate, who will represent the City of Ukiah, and alternate(s) for the 2016 League Annual Conference and authorize the City Clerk to submit the Voting Delegate/Alternate Form (Attachment 3) on their behalf.

ALTERNATIVES: Take no action.

Citizens advised: N/A
Requested by: League of California Cities
Contact/Prepared by: Kristine Lawler, City Clerk
Coordinated with: Sage Sangiacomo, City Manager
Presenter: Kristine Lawler, City Clerk
Attachments: 1. Letter from League of California Cities dated June 10, 2016
2. Annual Conference Voting Procedures
3. 2016 Annual Conference Voting Delegate/Alternate Form

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

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

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: 
Sage Sangiacomo, City Manager

1400 K STREET
SACRAMENTO, CA 95814
PH: (916) 658-8200
FX: (916) 658-8240



WWW.CACITIES.ORG

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: **Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

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E-mail: kgibson@cacities.org
(916) 658-8247