



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/4910662329263871245>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

September 2, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the August 19, 2020, Special Meeting.

Recommended Action: Approve the Minutes of August 19, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-08-19 Draft Minutes - Special Meeting

5.b. Approval of the Minutes for the August 19, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of August 19, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-08-19 Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- 7.a. Request Authorization for the City Manager to Negotiate and Execute a Seventh Amendment to the Lease Agreement with Tayman Park Golf Group.

Recommended Action: Authorize the City Manager to negotiate and execute amendment #7 to the golf course lease agreement with Tayman Park Golf Group.

Attachments:

1. Addendum No 7 to Tayman Park Golf Course Lease

- 7.b. Adoption of Resolution Approving Records Destruction.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents.

Attachments:

1. Resolution with Exhibit A

- 7.c. Award Contract to EIDIM Group, Inc. in the Amount of \$279,770.43 for the Council Chambers AV Replacement Project, Specification No. 20-09, and Approve Corresponding Budget Amendment.

Recommended Action: Award contract to EIDIM Group, Inc. in the amount of \$279,770.43 for the Council Chambers AV Replacement Project, Specification No. 20-09, and approve corresponding budget amendment.

Attachments:

1. Bid Results - Council Chamber AV Replacement - Spec 20-09
2. EIDIM Bid - Combined
3. Project Allocation

- 7.d. Award Contract for the Roof Replacement at the Grace Hudson Museum, Spec. No. 20-10, and Approve Corresponding Budget Amendment If Necessary.

Recommended Action: Award contract for the Roof Replacement at the Grace Hudson Museum, Spec. No. 20-10, and approve corresponding budget amendment if necessary.

Attachments:

1. ASR - 08052020-Museum Roof
2. Spec 20-10 Museum Roof Replacement - FINAL

- 7.e. Consider Adoption of Resolution Adopting a 2020 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

Recommended Action: Adopt resolution adopting a 2020 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters.

Attachments:

1. Resolution_2020 Advocacy REV8-27 - Redline
2. 2020 Strategic Goals

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Receive Report Regarding Review of Ordinance for Development of Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting; and Provide Direction to Staff as Necessary.

Recommended Action: Receive report and provide direction to Staff as necessary.

Attachments:

1. Ordinance No. 1167

- 12.c. Receive Report Regarding Annual Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval, and Provide Direction as Necessary.

Recommended Action: Receive report from Staff and direct Staff to review compliance and enforcement and provide recommendations for Council's consideration at a future Council Meeting.

Attachments:

1. Ordinance No. 1187 Shopping Cart Containment and Retrieval
2. Ordinance No. 1191 Amending Shopping Cart Containment and Retrieval Ordinance

- 12.d. Continued Discussion and Possible Adoption of Resolution Amending Procedures for Annual Appointment and Rotation of Mayor, Vice Mayor, and City Councilmembers.
Recommended Action: 1) Conduct a discussion per staff recommendations; and 2) If Council decides to go with the proposed method of rotation, then adopt Resolution A or B, depending on which option Council chooses; or 3) If Council decides not to go with the proposed method, then give direction to the ad hoc and staff.

Attachments:

1. Dais Seating
2. Mayor Rotation Scenarios
3. Resolution - Redline
4. Resolution A
5. Resolution B

- 12.e. Discussion with Possible Direction to Staff Regarding Draft Objective Development and Design Standards and Flexible Parking Options for Multi-family Residential Development.

Recommended Action: Staff recommends the Council review the draft Flexible Parking Standards, and the draft Objective Design and Development Standards, and provide Staff with direction.

Attachments:

1. Flexible Parking Options
2. Objective Standards
3. PC and DRB Minutes

13. NEW BUSINESS

- 13.a. Possible Introduction by Title Only of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Recommended Action: Approve the introduction of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Attachments:

1. 1952 Health Officer Agreement
2. Livestock Permitting Ordinance Redline
3. Livestock Permitting Ordinance CLEAN

- 13.b. Discussion and Possible Action to Determine the City's Position on the 2020 Resolution being Considered by the League of California Cities and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate.

Recommended Action: Staff recommends that the Council provide direction to the voting delegate on the attached League of California Cities Resolution. The City can choose to support, oppose or abstain.

Attachments:

1. 2020 Resolution Packet

- 13.c. Possible Introduction of Ordinance by Title Only, Amending Sign Ordinance.

Recommended Action: Introduce by title only amendment to Ukiah City Code Section 3224.C listing "Political Signs" as exempt from requiring a sign permit.

Attachments:

1. Sign Ordinance Amendment - REDLINED
2. Sign Ordinance Amendment - CLEAN

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

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

Attachments:

1. 2020 City Council Special Assignments - 07-06-20

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

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

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

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**

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

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

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

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

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

Recommended Action: Confer in Closed Session

Attachments: None

- 14.d. **Conference with Legal Counsel – Existing Litigation**

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

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

Recommended Action: Confer in Closed Session

Attachments: None

14.e. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Recommended Action: Confer in Closed Session

Attachments: None

14.f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

15. ADJOURNMENT

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

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

Kristine Lawler, City Clerk

Dated: August 28, 2020

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

Virtual Meeting: <https://attendee.gotowebinar.com/rt/993588385031958539>

Ukiah, CA 95482

August 19, 2020

5:00 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on August 19, 2020, having been legally noticed on August 14, 2020. Mayor Crane called the meeting to order at 5:03 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

The Pledge of Allegiance was led by Councilmember Brown.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

THE CITY COUNCIL ADJOURNED FOR CLOSED SESSION AT 5:05 P.M.

3. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

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

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

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Potential Cases: 1)

c. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(1) (Number of potential case: 1)

d. Conference with Legal Counsel – Existing Litigation

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

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

e. 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

f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager; Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Direction was given to staff.

4. ADJOURNMENT

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

Kristine Lawler, City Clerk

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 15, 2020
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on August 19, 2020, having been legally noticed on August 14, 2020. Mayor Crane called the meeting to order at 6:01 p.m. The City Clerk confirmed that all attendance remained the same as for the Special Meeting held at 5:00 p.m., with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Brown.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the United States Constitution.

Presenter: Councilmember Mulheren.

Proclamation was received by Katarzyna Rolzinski.

Public Comment: Katarzyna Rolzinski.

b. Proclamation Recognizing August 20, 2020 to September 20, 2020, as Relay For Life Month, Supporting the American Cancer Society.

Presenter: Councilmember Brown.

Public Comment: Larry Olsen.

Proclamation was read and will be presented at a later date.

URGENCY ITEM

URGENCY ITEM - Ratification of a Resolution Declaring a Local Emergency Due to Extreme Heat Conditions and Potential Curtailment of Electrical Services, and Receive a Status Report.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Brown/Mulheren to accept Urgency Item and place as Agenda Item 13b. Motion **carried** by the all votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

4. **PETITIONS AND COMMUNICATIONS**

5. **APPROVAL OF MINUTES**

a. **Approval of the Minutes for the August 5, 2020, Regular Meeting.**

Motion/Second: Mulheren/Orozco to approve Minutes of August 5, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. **RIGHT TO APPEAL DECISION**

7. **CONSENT CALENDAR**

- a. Report of Disbursements for the Month of June 2020 – *Finance*.
- b. Notification of Purchase of Services from Arrow Fencing in the Amount of \$6,050 for Materials and Installation of a Replacement Gate for the Corporation Yard and Approval of Corresponding Amendment – *Public Works*.
- c. Award of Purchase (*PO No. 46808*) of Back-Up Power Generators for the Water and Wastewater Divisions from MULTIQUEIP, Inc. in the Amount of \$117,690 and from Pac Machine Company (*PO No. 46809*) in the Amount of \$52,467, as Approved in the Fiscal Year 2020-2021 Capital Budget – *Water Resources*.
- d. Approval of Notice of Completion for the Bush & Low Gap Electric Improvement Project, Specification No. 20-05, and Approve Final Payment and the 5% Retention to Wipf Construction, LLC – *Electric Utility*.
- e. Approval of Notice of Completion for the Todd Grove Park Electric Service Upgrade, Specification No. 20-07, and Approve Final Payment and the 5% Retention to Wipf Construction, LLC – *Electric Utility*.
- f. Notification to City Council of the Purchase (*PO No. 46787-General Pacific*) of Utility Grade Ariel Infrared Thermal Survey Equipment in the Amount of \$24,560.02 (EUD) – *Electric Utility*.
- g. Award of Contract (*COU No. 2021-108*) to Pavement Coatings Company in the Amount of \$330,494 for the 2020 Slurry Seal of Local Streets, and Approval of Corresponding Budget Amendment – *Public Works*.
- h. Award of Contract (*COU No. 2021-109*) to DC Electric Group, Inc. in the Amount of \$29,895 Plus Applicable Sales Tax for the Replacement of the Traffic Signal Video Detection System at the Intersection of East Perkins Street and North Orchard Avenue – *Public Works*.
- i. Approval of Amendment No. 2 (*COU No. 1617-141-A2*) with SMB Environmental in the Amount of \$25,000 for Additional CEQA Support Services for the Ukiah Landfill Closure Project – *Public Works*.

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

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

Public Comment: David Burton, Museum Director – Women's Suffrage Exhibit at Museum.

9. COUNCIL REPORTS

Presenters: Councilmembers Mulheren and Scalmanini.

Mayor Directive to Staff to agendaize a review of the sign ordinance for the next council meeting.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter: Sage Sangiacomo, City Manager.

- Water/Legislative Platform Action – David Rapport, City Attorney.

11. PUBLIC HEARINGS (6:15 PM)

a. Water Rate Protest Hearing and Adoption of Water Rate Resolution

Presenters: Dan Buffalo, Finance Director; Bob Reed, Reed Group; and Sean White, Water Resources Director.

A PowerPoint presentation was given.

PUBLIC COMMENT PERIOD OPENED AT 7:27 P.M.

Public Comment: Michael Roberts (*read by clerk*), Christopher Watt.

PUBLIC COMMENT PERIOD CLOSED AT 7:49 P.M.

Motion/Second: Brown/Mulheren to adopt the associated resolution (2020-45) with the present rate study as presented, effective October 1, 2020, noting that a majority of protests - 50%+1 - was not received. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

b. Public Hearing on and Consideration of City Adopting Resolution Authorizing (1) Series 2020A Lease Revenue Bonds to Reimburse the City for the Cost to Purchase, Renovate, and Improve City Facilities and (2) 2020B Lease Revenue Bonds to Pay Off a Portion of the City's Unfunded Accrued Liability with CalPERS

Presenters: Dan Buffalo, Finance Director and Mike Meyer and Eric Scriven, NHA Advisors.

A PowerPoint presentation was given.

PUBLIC COMMENT PERIOD OPENED AT 9:02 P.M.

No public comment was received.

PUBLIC COMMENT PERIOD CLOSED AT 9:05 P.M.

Motion/Second: Brown/Mulheren to adopt the resolution (2020-46) authorizing staff to move forward with the financing strategy as presented. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Council Consensus clarified to staff to use the purple dash option - 7% UAL LRB: ESC Payments (27 years) (*shortest maturity*), subject to final review and approval by Council.

Note: Council recessed as the City Council and convened as the Ukiah Public Financing Authority at 9:06 p.m., then reconvened as City Council at 9:10 p.m.

RECESS: 9:15 – 9:25 P.M.

12. UNFINISHED BUSINESS

a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters

Presenters: Tami Bartolomei, Office of Emergency Management Coordinator and Sage Sangiacomo, City Manager.

Reports were received.

b. Annual Report Regarding the Visit Ukiah Program and Authorization for City Manager to Negotiate and Execute Performance Agreement between the Greater Ukiah Chamber of Commerce and the City of Ukiah for Continued Administration of the Program for Fiscal Year 2020-21

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

Motion/Second: Brown/Scalmanini to authorize the City Manager to negotiate and execute a performance agreement (*COU No. 2021-110*) between the Greater Ukiah Chamber of Commerce and the City of Ukiah for the continued administration of the program. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Request for Authorization for the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC

Presenters: Shannon Riley, Deputy City Manager; Jesse Burnett, EDFC Interim Executive Director; Diann Simmons EDFC Operations Manager; and Robert Gernert EDFC Loan Manager.

A PowerPoint presentation was given.

Motion/Second: Scalmanin/Mulheren to authorize the City Manager to negotiate and execute Performance Agreement (*COU No. 1920-111*) between the City of Ukiah and EDFC. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

d. Discuss and Consider Approval of Resolution Confirming an Emergency Order of the City Manager of the City of Ukiah in His Capacity as the Director of Emergency Services Extending the Operation Period of the Inland Winter Homeless Shelter Located at 1045 South State Street in Ukiah through April 30, 2021.

Presenter: Darcy Vaughn, Assistant City Attorney.

Motion/Second: Mulheren/Brown to adopt the Resolution (*2020-47*) confirming Emergency Order of the City Manager of the City of Ukiah, in his capacity as the Director of Emergency Services for the City, extending the operation period of the Inland Winter Homeless Shelter located at 1045 South State Street in Ukiah through April 30, 2021. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- e. Receive Report Regarding Review of Ordinance for Development of Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting; and Provide Direction to Staff as Necessary.**
- f. Receive Report Regarding Annual Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval and Provide Direction as Necessary.**
- g. Continued Discussion and Possible Adoption of Resolution Amending Procedures for Annual Appointment and Rotation of Mayor, Vice Mayor, and City Councilmembers**

Council Consensus to move agenda items 12 e, f, and g to the September 2, 2020, meeting due to the late hour.

13. NEW BUSINESS

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

No reports were received.

- b. URGENCY ITEM - Ratification of a Resolution Declaring a Local Emergency Due to Extreme Heat Conditions and Potential Curtailment of Electrical Services, and Receive a Status Report.**

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Scalmanini/Mulheren to ratify the resolution (2020-49) declaring a local emergency related to the extreme heat conditions and potential curtailment of electrical services, and receive a status report. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

14. CLOSED SESSION

Closed Session was held in a Special Meeting at 5:00 p.m., on the same day prior to the regular meeting.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 10:51 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Request Authorization for the City Manager to Negotiate and Execute a Seventh Amendment to the Lease Agreement with Tayman Park Golf Group.

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

ATTACHMENTS:

1. Addendum No 7 to Tayman Park Golf Course Lease

Summary: Tayman Park Golf Group is under contract with the City of Ukiah to manage and operate the Ukiah Valley Golf Course. This public-private partnership is successful in part because both parties are receptive to identifying potential issues and looking for ways to mitigate them before a problem arises. This seventh amendment allows for a one-time possible adjustment to potential water charges in excess of the identified cap paid through the Golf Enterprise Account by taking into consideration the effects of an extreme drought year for FY2020.

Background: The Ukiah Valley Golf Course has been operated by Tayman Park Golf Group (TPGG) since 2005. The City of Ukiah and TPGG have demonstrated that the agreement is successful and beneficial for both parties and the community. The existing agreement between the parties outlines a strong foundation for the operation of the partnership; however in some cases, unforeseen elements arise that prompt review, discussion, and possible action. Staff has recently identified one such item and evaluated the need for an adjustment to the contract.

Tayman has proved to be a reliable and trusted operator, which has sought to minimize the expenses of running the course wherever possible in order to sustain its operation. However, TPGG faces the same challenges common to the industry, with one of the major challenges being the cost of water to irrigate the course, which is amplified in Ukiah by their dependency on using an old and inefficient irrigation system. The City is actively pursuing the implementation of the fourth phase of the recycled water project (Purple Pipe), which when completed, will extend to the parks, fields and golf course. Phase 4 has not yet been initiated.

In March of 2018, Council approved a third amendment to the TPGG contract and, as part of that amendment, relief on the bulk of the water costs to the contractor was achieved. At the time the third amendment was developed and executed, staff and TPGG used a five-year average for water costs to determine a fair value to be assigned as a cap for the amount of water charges the City's Golf Enterprise would be responsible for paying. What was not considered in the formula for determining the dollar amount cap was the possibility of the extreme drought like that of FY2020, where rainfall measured only 39% of normal National Oceanic and Atmospheric Administration, California Nevada Forecast Center. Due to the lack of precipitation in FY 2020, the course had to be irrigated more than in a normal year, costing much more in water expenses than anticipated in the formula used to determine a cost of water cap.

Discussion: This seventh amendment proposes to take into account the recent extreme drought year. Because the rainfall in the past year was 39% of normal, the City may, upon direction from the City Manager,

pay up to fifty (50%) percent of City's annual charges to TPGG for water in excess of the allotted annual amount specified in the lease agreement. If approved by Council, it should be noted that payment of this additional amount is subject to the review by the City Manager and can only be applied for FY2020 if circumstances support the making of such payment and as to availability of cash on hand in the Golf Enterprise Fund (GEF).

The existing agreement with TPGG outlines strict standards for the maintenance of the course. TPGG is constantly challenged to meet these standards due to many factors including the ongoing struggle to utilize an old and inefficient irrigation system. Despite the difficulties, the course has been maintained in good condition and is being used and enjoyed by the community. Currently the golf course, following all required COVID-19 safety precautions, provides one of the only allowed methods of recreational sporting excepted from the pandemic restrictions. The Ukiah community is fortunate to have this resource and the City appreciates the value of the asset.

Staff supports the recommendation to modify the agreement to accommodate a one-time option for flexibility related to water costs brought on by this by extreme drought season in FY2020. Staff recommends that Council authorize the City Manager to negotiate and execute a seventh amendment to the lease agreement with Tayman Park Golf Group. The draft amendment is attached as Attachment #1.

Recommended Action: Authorize the City Manager to negotiate and execute amendment #7 to the golf course lease agreement with Tayman Park Golf Group.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: 72022400.55210

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 070112

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

Approved: 
Sage Sangiacomo, City Manager

ADDENDUM NO. 7 TO UKIAH MUNICIPAL GOLF COURSE LEASE AGREEMENT

This Agreement (“Addendum No. 7”) entered in Ukiah, California on August __ 2020 (“Effective Date”), amends Addendum No. 3, effective March 13, 2018, to the Municipal Golf Course Lease Agreement (“Lease”), dated July 1, 2012, between the City of Ukiah (“Lessor” or “City”), a general law municipal corporation, and Tayman Park Golf Course Group, Inc. (“Lessee” or “TPGG”), a corporation in good standing under the laws of the State of California. Except as amended herein the Lease, as amended by Addendum No. 3, dated March 13, 2018, Addendum No. 4, dated October 17, 2018, Addendum No. 5, dated October 2, 2019, and Amendment No. 6, dated April 1, 2020, remain in full force and effect.

AGREEMENT:

Section 4 of Addendum No. 3 is amended to read as follows:

Section 4. Potable Water Fees Suspended.

A. Retroactive to July 1, 2017, TPGG shall receive Potable Water from the City until the earlier of the last day of the Initial Term or the Purple Pipe Date. To avoid any subsidy by other ratepayers for Potable Water used by TPGG, the City shall make those payments to the WSE in accordance with Section 6 of City Council Resolution No. 2018-08 as described in Section 4B below.

B. Until the Purple Pipe Date, TPGG will apply Potable Water to irrigate the Golf Course in a professional manner. Retroactive to July 1, 2017, the GCE will pay up to one hundred and eighty-five thousand (\$185,000) dollars of City’s annual charges to TPGG for Potable Water. TPGG shall pay any charges in excess of one hundred and eighty-five thousand (\$185,000) dollars. TPGG’s use of Potable Water under this Subsection B is subject to any more restrictive mandatory water use limitation regulations imposed upon or by the City.

C. Because the Ukiah rainfall reported by the National Oceanic and Atmospheric Administration, California Nevada Forecast Center for the twelve months ended June 30, 2020 was only thirty-nine (39%) percent of normal rainfall for the period, the GCE may on a one time basis upon direction from the City Manager, pay up to fifty (50%) percent of City’s charges to TPGG for Potable Water in excess of one

hundred and eighty-five thousand (\$185,000) dollars billed for the twelve month period ended June 30, 2020. Payment of any amount in excess of one hundred and eighty-five thousand (\$185,000) dollars for this period is subject to the sole discretion and judgment of the City Manager that circumstances support the making of such payment and as to the availability of cash generated only in the GCE Fund and on hand.

D. Any refund by WSE to TPGG for Potable Water payments credited under 4.B above, for payments made by TPGG after July 1, 2017, will first be applied by the City to full payment of the forty-thousand (\$40,000) dollar annual Lease payments due the GCE for FY2018. The remaining balance, if any, will be paid to TPGG to be used for UVGC purposes.

WHEREFORE, the Parties have entered this Addendum No. 7 on the Effective Date.

City of Ukiah:

By: _____
Sage Sangiacomo, City Manager

Attest:

Kristine Lawler, City Clerk

Approved as to form:

David J. Rapport, City Attorney

TAYMAN PARK GOLF GROUP, INC.,
Lessee

By: _____

Its:



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving Records Destruction.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Item

ATTACHMENTS:

1. Resolution with Exhibit A

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

Background: The Finance department, along with the City Attorney, and City Clerk have reviewed the Records Destruction Notices for 103 boxes and have approved them for shredding. The removal of these boxes for destruction will create much needed space for new record retention boxes currently awaiting storage locations.

Discussion: The estimated cost for shredding the 103 boxes is \$721. The City Clerk budget includes funds for annual records destruction and no budget amendment is necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 103 boxes of outdated documents, listed in full and attached as Exhibit A to the resolution.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$12,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 10012500.52100; City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

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

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

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

PASSED AND ADOPTED this 2nd day of September, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File System No.	RECORD TITLE	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
1	a	16	1602		Pub		Payroll Validation	12/94 - 9/95	2020	Thomas	Finance	
1	a	39	1671		Pub		Payroll Validations	12/94 - 4/95	2020	Thomas	Finance	
1	b	51	1603		Pub		Payroll Validation and Register	12/94 - 12/95	2020	Thomas	Finance	
1	b	55	3778	3/13/2009	Con		Employee Payroll Files	12/03	2020	ElizaBeth MacFarland	Finance	Originally scheduled for destruction in 2015; destruction date was changed to 2020 on 11/21/16 -AC
1	b	59	3779	3/13/2009	Con		Employee Payroll Files	12/03	2020	ElizaBeth MacFarland	Finance	Originally scheduled for destruction in 2015; destruction date was changed to 2020 on 11/21/16 -AC
1	c	96	1604		Pub		Employee Dist/Calculation Totals	12/94 - 12/95	2020	Thomas	Finance	
1	e	188	1610		Pub		Feature Distribution Reports	11/95 - 12/95	2020	Thomas	Finance	
1	f	216	1599		Pub		Feature Distribution Reports	12/94 - 4/95	2020	Thomas	Finance	
1	f	247	00184	8/9/2019	Pub	716.05	Stores	1/1/08-12/31/17	2020	Seth Strader	Finance	
1	g	260	4709	6/8/2018	con	704.09	Cash Receipt Stubs	2015-2016	2020	Lori Martin	Finance	
1	g	278	4712	6/8/2018	Con	704.09	Cash Receipt Stubs	2016	2020	Lori Martin	Finance	
1	g	293	00119	4/29/2018	Con		Utility Receipt Stubs	6/2015-6/2016	2020	Nancy Cooley	Finance	was box 4772
1	h	313	4715	6/8/2018	Con		Billing Records	12/27/16-2/2/17	2020	Lori Martin	Finance	
1	h	314	4716	6/8/2018	Con		Billing Records	2014-2016	2020	Lori Martin	Finance	
1	h	320	4718	6/8/2018	Con		Billing Records +*	2015-2016	2020	Lori Martin	Finance	Includes Requisition Books, Electric Mtr AMR Mtr Chg Tags Rtes; Utility service orders
1	h	324	4719	6/8/2018	Con		Billing Records*	2014-2015	2020	Lori Martin	Finance	EFT; Heap; Utility Credits; MDR; Life Support; Zeiffert & Assoc/HUD; NSF's
1	h	329	4721	4/29/2018	Con	704.09	Cash Receipt Stubs	11/2015-3/2016	2020	Nancy Cooley	Finance	Edit List
2	j	386	00138	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Lora Smith	Finance	was location 528, box 48150
2	j	397	00139	11/19/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Candice Rasmason	Finance	was location 514, box 4847
2	k	438	00142	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	was location 517, box 4848
2	l	476	4615	8/9/2016			Accounts Payable	7/12 - 8/13	2020	Joanna Montes	Finance	G.I. Joe's - Home Depot
2	l	480	4616	8/9/2016			Accounts Payable	7/12 - 8/13	2020	Joanna Montes	Finance	Epic Aviation - F File
2	l	482	1612		Pub		Feature Distribution Reports	4/95 - 7/95	2020	Thomas	Finance	
2	l	485	4617	8/9/2016			Accounts Payable	7/12 - 8/13	2020	Joanna Montes	Finance	Coursey, Jennifer - Environmental Science
2	l	489	00150	6/30/2018	Pub		Accounts Payable/Warrants Paid	7/1/13-6/30/14	2020	Laura Smith	Finance	was box 4835
2	l	491	4836	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	Pard - Q
2	l	493	4837	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	Moirs - One Source
2	l	496	4838	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	Ups - Z
2	l	497	4839	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	J-L
2	l	498	4840	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	Bu-DC
2	l	502	4841	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	Public Service Dept. - Rino Pacific
2	l	503	4842	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	Kiwanis - Michell 1
2	m	505	4843	11/19/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Candice Rasmason	Finance	Ukiah Valley - Z
2	m	508	4844	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	Bu-C
2	m	510	4845	11/19/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Candice Rasmason	Finance	Ris - Sur
2	m	519	4849	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	A-AT
2	m	530	4851	11/19/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	D-E
2	m	543	4852	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	O-Parc
2	m	544	00152	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Lora Smith	Finance	
2	m	546	4853	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	At-Bu
2	n	548	4854	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	101-At
2	n	550	4855	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	De-Fred
2	n	552	1611		Pub		Feature Distribution Reports	7/95 - 11/95	2020	Thomas	Finance	
2	n	553	4856	6/5/2018	Pub		Accounts Payable	7/1/13-6/30/14	2020	Laura Smith	Finance	Hastings - Kirk
2	n	554	04857	11/27/2018	Pub		Accounts Payable	1/1/12-12/31/15	2020	Candice Rasmason	Finance	
2	n	556	4858	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	T-Up
2	n	563	4859	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	Gp-Je
2	n	570	4860	11/19/2018	Pub		Accounts Payable	7/1/14-6/30/15	2020	Candice Rasmason	Finance	F-Go
2	n	578	4862	11/19/2018	Pub		Accounts Payable/Report of	7/1/14-6/30/15	2020	Candice Rasmason	Finance	S

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File System No.	RECORD TITLE	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
2	o	602	4865	11/28/2018	Pub		Warrant Register/Report of	7/1/12-6/30/15	2020	Candice Rasmason	Finance	
2	o	606	04866	11/28/2018	Pub		Report of Disbursements	7/1/14-6/30/15	2020	Candice Rasmason	Finance	Jan-Oct
2	q	682	4462	10/14/2015	Con		Billing Records	3/25/15-6/18/15	2020	Candice Rasmason	Finance	Register Receipt Packets
2	q	683	4748	4/29/2018	Con		Billing Records	11/2016-12/2016	2020	Nancy Cooley	Finance	
2	q	689	4750	4/29/2018	Con		Billing Records	11/2015-12/2015	2020	Nancy Cooley	Finance	
2	q	690	4465	10/14/2015	Con		Billing Records	12/23/14-3/24/15	2020	Candice Rasmason	Finance	Register Receipt Packets
2	q	698	4470	10/21/2015	Con		Billing Records	12/22/14-1/26/15	2020	Candice Rasmason	Finance	Utility Payment Stubs
2	r	716	4752	4/29/2018	Con		Billing Records	5/2016-6/2016	2020	Nancy Cooley	Finance	
2	r	726	4477	10/21/2015	Con		Billing Records	2013-2015	2020	Candice Rasmason	Finance	Credit Card; Utility Post; UVSD
3	s	768	00269	9/26/2019	Pub	719.09	Past Due Reports	07/20/16-07/20/17	2020	Karen Brazil	Finance	
3	u	851	00183	8/9/2019	Pub	716.01	Bids, RFQs, RFPs - Successful	1/1/99-12/31/11	2017	Seth Strader	Finance	
3	u	856	4496	10/27/2015	Con		Cash Receipts Batches	11/2014 - 1/2015	2020	Jan Newell	Finance	Cash Receipts, Batches 11/2014 - 01/2015
3	u	858	4497	10/27/2015	Con		Cash Receipt Postings	7/2014 - 8/2014	2020	Jan Newell	Finance	Cash Receipt Postings July - August 2014
3	u	862	4499	10/27/2015	Con		Batch Postings - Cash Receipts	9/2014 - 10/2014	2020	Jan Newell	Finance	Batch Postings - Cash Receipts
3	u	866	00277	5/26/1982	Con	714.15	Ledgers	01/01/78	1986		Finance	was location 22, box 520
3	v	889	4500	10/27/2015	Con	704.09	Cash Receipt Stubs	7/2014 - 11/2014	2020	Jan Newell	Finance	Tyler Cashiering Payment Stubs / Work Packets
3	v	892	4501	10/27/2015	Con		General Billing Batches & Journals	4/2014 - 5/2014	2020	Jan Newell	Finance	General Billing Batches & Journal Pmts
3	v	903	4602	8/11/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Weston - XYZ
3	v	907	4603	8/11/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Business Card - County of San Mateo
3	w	951	4503	10/27/2015	Con		General Billing Batches & Journals	6/2013 - 6/2014	2020	Jan Newell	Finance	General Billing Batches & Journal Pmts & Cash Postings
3	w	956	4508	10/27/2015	Con		General Billing Batches & Journals	1/2014 - 3/2014	2020	Jan Newell	Finance	General Billing Batches & Journal Pmts
3	x	970	4604	8/9/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Napa Auto Parts - One Source
3	x	971	4605	8/9/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Madrigal - M File
3	x	978	00350	1/13/2020		719.09	Past Due Report	01/01/11-12/31/15	2020	Lori Martin	Finance	
3	x	991	4606	8/9/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Homemade - L File
3	x	992	4524	10/27/2015	Con		Closed Business Licenses	1/2014 - 12/2014	2020	Jan Newell	Finance	Closed Business Licenses 2014
3	y	1040	4096	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#1 - A - As
3	y	1042	4097	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#2 - AT&T - Az
3	y	1044	4098	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#3 - B -
3	y	1046	4099	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#4 - C - Da
3	y	1048	4100	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#5 - De - Fi
3	y	1049	4669	2/17/2017	Con	704.09	Cash Receipt Stubs	6/2015 - 10/2015	2020	Kathy Norris	Finance	Tyler Daily
3	y	1050	4101	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#6 - Fi - G
3	z	1052	4102	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#7 - H - J
3	z	1054	4103	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#8 - K - Ma
3	z	1056	4104	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#9 - Mc - N
3	z	1058	4105	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#10 - O - Pi
3	z	1060	4106	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#11 - Pl - RDO
3	z	1062	4107	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#12 - Re - Rz
3	z	1064	4108	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#13 - S - St
3	z	1066	4607	8/9/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	101 Things - AT&T
3	z	1067	4608	8/11/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Ukiah High School - Western Renewable
3	z	1068	4109	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#14 - Su - Ukiah High
3	z	1070	4110	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#15 - Ukiah Lock - Wh
3	z	1072	4111	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#16 - Wi - Z
3	z	1076	4609	8/11/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	Target Safety - Ukiah Gun Club
3	z	1080	4112	7/9/2012	Both		Accounts Payable	7/1/08 - 6/30/09	2020	Sechrest	Finance	#17 - Edge
3	z	1089	4610	8/9/2016			Accounts Payable	7/12 - 6/13	2020	Joanna Montes	Finance	S.P.A.C.E - S File
3	aa	1111	4675	2/17/2017	Con		Accounts Receivable	2009 - 2016	2020	Kathy Norris	Finance	Miscellaneous
3	aa	1112	00261	9/27/2019	Pub	719.08	Cashier Daily Work	03/22/11-05/13/11	2017	Karen Brazil	Finance	
3	aa	1133	4611	8/9/2016			Accounts Payable	7/12 - 8/13	2020	Joanna Montes	Finance	AT&T - Bushway
3	aa	1134	4612	8/9/2016			Accounts Payable	7/12 - 8/13	2020	Joanna Montes	Finance	Redwood Coast Fuels - R File
4	bb	1136	4218	1/10/2014	Con		Payroll Time Sheets	Apr 2012 - Aug 2012	2020	Elizabeth MacFarland	Finance	

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File System No.	RECORD TITLE	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
1	a	35	4778	5/25/2018	Con		Payroll Records	2017	2020	Kippy Cummins	Finance/P	



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to EIDIM Group, Inc. in the Amount of \$279,770.43 for the Council Chambers AV Replacement Project, Specification No. 20-09, and Approve Corresponding Budget Amendment.

DEPARTMENT: Finance **PREPARED BY:** Michael Ingwell, I.T. Manager, Mary Horger, Financial Services Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Bid Results - Council Chamber AV Replacement - Spec 20-09
2. EIDIM Bid - Combined
3. Project Allocation

Summary: Council will consider awarding a contract to EIDIM Group, Inc. in the amount of \$279,770.43 for the Council Chambers AV Replacement Project, Specification No. 20-09, and approve corresponding budget amendment.

Background: On December 4, 2019, Council approved the design from ABD Engineering and Design for the Audio/Visual Upgrade of the Council Chambers and Conference Rooms 3 and 5 Project ("Project"). The City is currently utilizing antiquated equipment in the Council Chambers, consisting of an old computer, one stationary camera used to televise the Council meetings, and failing microphone equipment, all in significant need of replacement.

This equipment is what makes it possible to broadcast meetings held in the Chamber to the public and record the discussions as part of the official record, which are both essential components of complying with Resolution No. 2016-58 (*Action Minutes in Conjunction with Digital Audio or Audio-Video Recordings to the Official Recordation to be used for City Council and all City Boards and Commissions*) and the Brown Act to make the legislative process transparent.

Staff has also identified the need for enhancing Conference Rooms 3 and 5 at the Civic Center to increase the flexibility of televised meetings. Staff worked with ABD Engineering and Design to propose design specifications for this project and will be assisting staff with Quality Assurance (QA) through the course of construction and installation.

Discussion: On July 17, 2020, the bid notice was released for the Project. On August 4, 2020, a virtual Non-Mandatory Pre-Bid Meeting was conducted via an on-line meeting platform, with fourteen (14) companies pre-registering for the meeting.

Bids were due by 2:00 p.m., August 18, 2020. Bids were received from three (3) contractors. The bid tabulation is provided as Attachment 1. As per the bid specifications, the lowest bid was to be based on the base bid, with no consideration of the Add Alternates.

After careful review by both City Staff and ABD Engineering, it was found that EIDIM Group, Inc submitted the lowest, responsible bid, in the amount of \$279,770.43. Please see Attachment 2 for a copy of their bid.

Several factors are expected to have played a role in the bid amounts, versus the original Engineer's estimate of \$160,284 for the Council Chambers, and \$41,282 for the two conference rooms. These factors include higher engineering labor costs and higher labor costs associated with necessary turn-key electrical work and general construction costs. Employer safety requirements in response to

the COVID-19 pandemic likely contributed to higher than estimated Project costs submitted by bidders. Based on a review of similar projects by other agencies, the bids have been deemed to be competitive and consistent with similarly scoped projects. A rebid is not recommended given the range of bids received and the potential for increased costs. Furthermore, there are cost, timing, and efficiency benefits to complete the project while COVID-19 restrictions prevent the physical use of the meeting space.

Note, the audio/video rehabilitation/upgrade project is a complete automated production system that does not require the use of paid staff to operate the cameras, thus resulting in low ongoing operational costs.

It is staff's recommendation to award contract to EIDIM Group, Inc. in the amount of \$279,770.43 for the Audio/Visual Upgrade of the Council Chambers and Conference Rooms 3 and 5 Project, and approve corresponding budget amendment, plus 10% for any contingencies. The previously budgeted amount in FY 2020 was \$150,000 and funded by reserves in the City's Building Maintenance internal service fund. The difference between that amount and the bid amount recommended here is \$129,770.43 and is recommended to be funded by that reserve with an adjusted allocation proposed through a budget amendment. Estimated amounts of that allocation by fund are included here in Attachment 3.

Recommended Action: Award contract to EIDIM Group, Inc. in the amount of \$279,770.43 for the Council Chambers AV Replacement Project, Specification No. 20-09, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20822500.80220.15016: \$0

PROPOSED BUDGET AMOUNT: 20822500.80220.15016: \$279,770.43 + 10% (Contingency)=
\$307,747.47

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Erik Geiger, ABD Engineering & Design; Kristine Lawler, City Clerk

Approved: 
Sage Sangiacomo, City Manager

Council Chambers AV Replacement Project									
City of Ukiah									
Bid Opening:2020-08-18				EIDIM Group, Inc. dba EIDIM AV Technology		PCD		EKC Enterprises, Inc.	
				6905 Oslo Circle Suite J Buena Park, CA 90621		1032 Maxwell Drive Santa Rosa, CA 95401		Fresno, CA	
Base Bid									
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	24 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS	1	EA	\$198,479.87	\$198,479.87	\$259,512.00	\$259,512.00	\$187,817.37	\$187,817.37
2	27 41 30 - CITY OF UKIAH CONFERENCE ROOM 3: AUDIOVISUAL SYSTEMS	1	EA	\$30,635.54	\$30,635.54	\$40,860.00	\$40,860.00	\$38,010.97	\$38,010.97
3	27 41 35 - CITY OF UKIAH CONFERENCE ROOM 5: AUDIOVISUAL SYSTEMS	1	EA	\$26,655.02	\$26,655.02	\$38,136.00	\$38,136.00	\$36,263.63	\$36,263.63
4	27 41 00 - TRAINING COSTS, PER PART 1.24	1	EA	\$2,000.00	\$2,000.00	\$3,470.00	\$3,470.00	\$1,500.00	\$1,500.00
5	27 41 00 - WARRANTY - YEAR ONE PER PART 1.24	1	EA	\$15,000.00	\$15,000.00	\$2,370.00	\$2,370.00	\$0.00	\$0.00
6	27 41 00 - SOFTWARE SERVICE CONTRACT COSTS, PER 3.3.D.2	1	EA	\$7,000.00	\$7,000.00	\$4,470.00	\$4,470.00	\$18,480.00	\$18,480.00
Bid List						\$279,770.43		\$348,818.00	
ADD ALTERNATES									
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	ADD ALTERNATE 1 - 27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS	1	EA	\$7,795.11	\$7,795.11	\$20,120.00	\$20,120.00	\$7,645.05	\$7,645.05
2	ADD ALTERNATE 2 - 27 41 00 - WARRANTY, YEAR 2 - PER PART 1.7	1	EA	\$16,000.00	\$16,000.00	\$7,964.00	\$7,964.00	\$16,500.00	\$16,500.00
3	ADD ALTERNATE 3 - 27 41 00 - WARRANTY, YEAR 3 - PER PART 1.7	1	EA	\$18,000.00	\$18,000.00	\$8,154.00	\$8,154.00	\$33,000.00	\$33,000.00
4	ADD ALTERNATE 4 - 27 41 00 - WARRANTY, YEAR 4 - PER PART 1.7	1	EA	\$20,000.00	\$20,000.00	\$8,360.00	\$8,360.00	\$49,500.00	\$49,500.00
5	ADD ALTERNATE 5 - 27 41 00 - WARRANTY, YEAR 5 - PER PART 1.7	1	EA	\$22,000.00	\$22,000.00	\$8,568.00	\$8,568.00	\$66,000.00	\$66,000.00
Bid List						\$83,795.11		\$53,166.00	
Total Bid						\$363,565.54		\$401,984.00	
Listed Subs						Lunardi Electric Electrical			

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 clearly. - *appendix A Page 26 of Proposal*
 - Extended prices filled out clearly and calculated correctly - *"*
 - Total bid amount filled out clearly and calculated correctly - *"*
 - If providing "or equal", supplied supporting documentation as required - *Proposal Pages 23, 41*
 - Sign the proposal, and provide complete information - *✓*
 - CLSB No. and expiration date - *Page 5 of Proposal*
 - Department of Industrial Relations Public Works Contractor Registration Number - *Page 5 of Prop*
- **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)** *✓*
 - Filled out completely per instruction
- **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
- **Additional Information to be Submitted with Bid Return:** refer to Appendix A, Section 274100, Par1, Sub-Section 1.5. *whole proposal*
- **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing. *✓*

Appendix A - P-2703 CITY OF UKIAH COUNCIL CHAMBERS AV REPLACEMENT MASTER PRICING TABLE - 27 41 00 AUDIOVISUAL SYSTEMS									
BASE BID									
AREA	QUANTITY of SPACES	EQUIPMENT	ENGINEERING	PRE-INSTALL	INSTALL	G&A	TAXES	AREA TOTAL	
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS	1	\$110,608.65	\$14,850.00	\$7,443.00	\$33,900.50	\$21,861.20	\$9,816.52	\$198,479.87	
27 41 30 - CITY OF UKIAH CONFERENCE ROOM 3: AUDIOVISUAL SYSTEMS	1	\$17,755.72	\$1,260.00	\$720.00	\$8,480.00	\$2,844.00	\$1,575.82	\$30,635.54	
27 41 35 - CITY OF UKIAH CONFERENCE ROOM 5: AUDIOVISUAL SYSTEMS	1	\$16,285.46	\$720.00	\$720.00	\$4,950.00	\$2,558.00	\$1,443.58	\$26,655.02	
27 41 00 - Training Costs, per Part 1.24	1							\$2,000.00	
27 41 00 - Warranty									
Year One (1) - Per Part 1.8	1								
27 41 00 - Software Service Contract Costs, Per 3.3.D.2	1							\$15,000.00	
								\$7,000.00	
									\$279,770.43
TOTAL BASE BID====>>>>									
ADD ALTERNATE 1									
27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: BID ALTERNATE 'A'	1	\$3,412.27			\$4,080.00		\$302.84	\$7,795.11	
									\$287,565.54
TOTAL ADD ALTERNATE 'A'====>>>>									
ADD ALTERNATE 2									
27 41 00 - Warranty	1					\$16,000.00		\$16,000.00	
ADD ALTERNATE 3									
27 41 00 - Warranty	1					\$18,000.00		\$18,000.00	
ADD ALTERNATE 4									
27 41 00 - Warranty	1					\$20,000.00		\$20,000.00	
ADD ALTERNATE 5									
27 41 00 - Warranty	1					\$22,000.00		\$22,000.00	

Appendix A

27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS

Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CSP-01	Control Processor - 3-series processor with Ethernet dual-NIC, serial ports	Crestron - or equal Specify: _____	CP3N - or equal Specify: _____	\$1,365.00	1	\$1,365.00
2	CP-01	Control Touch Panel - 10.1" diagonal, with tabletop kit, black finish	Crestron - or equal Specify: _____	TSW-1060-B-S, w/ TSW-1060-TTK-B-S kit- or equal Specify: _____	\$1,391.25	1	\$1,391.25
3	IPS-01	Ethernet Switch - Rack-mounted 24-port PoE+/PoE++, L3 managed switch, stackable; 2 x 10 GE combo + 2 x 10GE SFP+, PoE, PoE+, (8) 60w PoE (740W)	Cisco - or equal Specify: _____	SG550X-24MPP - or equal Specify: _____	\$2,237.88	1	\$2,237.88
4	IPS-02	Ethernet Switch - 5-port unmanaged, pre-configured AVB switch, for use with Biamp AVB audio network interfaces; Dedicated Ethernet port for network control/monitor	MOTU - or equal Specify: _____	9305 -AVB Switch - or equal Specify: _____	\$414.75	1	\$414.75
5	CPC-01	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETR/ FBO	1	OFE/ETR/ FBO
DISPLAY & VIDEO							
6	FPD-01	Flat panel display - 98" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: <u>Samsung</u>	C981Q - or equal Specify: <u>QB98R</u>	\$7,104.79	2	\$14,209.58
7	FPD-01	Flat panel display mount - X-Large heavy-duty fixed floor mount - bolt down type, for 98" flat panel display	Chief/LegrandAV - or equal Specify: _____	XBM1U - or equal Specify: _____	\$1,744.38	2	\$3,488.76
8	FPD-02	Flat panel display - 75" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: <u>Samsung</u>	C751Q - or equal Specify: <u>QB75R</u>	\$1,917.09	2	\$3,834.18
9	FPD-02	Flat panel display mount - Large fixed wall mount - thin-profile to meet ADA <4" requirements, for 75" flat panel display	Chief/LegrandAV - or equal Specify: _____	LSTU - or equal Specify: _____	\$127.26	2	\$254.52
10	FPD-03	Desktop Monitor - 22" LCD, LED backlit panel, HD1080, 16:9 aspect, with HDMI input, thin-bezel, 250nit output	NEC - or equal Specify: _____	EA224WMI-BK - or equal Specify: _____	\$204.44	9	\$1,839.96
11	FPD-03	Desktop Monitor Stand - Adjustable angle, low-profile, with VESA100x100 mount for EA224 monitor	ErgoMart - or equal Specify: _____	Limbo SL102 - VESA100mm- or equal Specify: _____	\$81.59	9	\$734.31
12	VP-01	Video Projector - HD Ceiling-mounted Laser-lamped, DMD type unit, with	NEC - or equal Specify: _____	NP-PA803UL with NP41ZL lens - or equal Specify: _____	\$6,980.47	1	\$6,980.47
13	VP-01	Video Projector Ceiling Mount - Universal 5-axis adjustable mount, include CMA ceiling plate and 1.5" NPT adjustable pole as required and verified in-field	Chief/LegrandAV - or equal Specify: _____	RPMAUW - or equal Specify: _____	\$172.02	1	\$172.02
14	EPS-01	Motorized Projection Screen - Surface-mount ceiling/wall, tensioned, 78"x139", HD Progressive 1.3 surface, with 6" black drop, with custom bracket to mount to angled soffit (verify on-site). White finish, integral LVC, no switch	Da-Lite/LegrandAV - or equal Specify: _____	Tensioned Contour Electrol - 24742L (with custom drop) - or equal Specify: _____	\$3,550.27	1	\$3,550.27
15	HDA-01	HDMI Distribution Amplifier - 1x8 HDMI2.0b/HDCP2.2; with undertable mount	Crestron - or equal Specify: _____	HD-DAB-4KZ-E - or equal Specify: _____	\$525.00	1	\$525.00
16	IPD-01	AV-over-IP Decoder Unit - PoE+; HDMI2.0 output, RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX D30 - or equal Specify: _____	\$682.50	6	\$4,095.00
17	IPD-02/ IPE-02	AV-over-IP Encoder/Decoder Unit - PoE+; HDMI2.0 (2) auto-switch input, (1) output, USB2.0/KVM, Audio Breakaway RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX-350 - or equal Specify: _____	\$945.00	2	\$1,890.00
18	IPE-01	AV-over-IP Encoder Unit - PoE+; HDMI2.0 input, RS-232 control pass, undertable mount	Crestron - or equal Specify: _____	DM-NVX E30 - or equal Specify: _____	\$682.50	4	\$2,730.00

Appendix A

27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS

Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
19	HDS-01	HDMI Switcher - 8x1, HDMI2.0b/HDCP2.2, RS-232, with undermount kit	Extron - or equal Specify: _____	SW8 HD 4k PLUS w/ UTS100 & ZipClip50 for undertable mounting - or equal Specify: _____	\$1,150.64	1	\$1,150.64
20	CAM-01	HD PTZ Camera - Invert ceiling mounted unit with 1/2.86 CMOS sensor, 20x zoom, PoE+, H.264/AVC streaming, HDMI, and 3G-SDI outputs, white finish	Panasonic - or equal Specify: _____	AW-HE130WP - or equal Specify: _____	\$6,340.32	1	\$6,340.32
21	CAM-01	PTZ Camera Auto-Tracking Software, desktop version for single camera install	Panasonic - or equal Specify: _____	AW-SF100/200 - or equal Specify: _____	\$1,259.50	1	\$1,259.50
22	CAM-02	HD PTZ Camera - Invert ceiling mounted unit with 1/2.3 CMOS sensor, 30x zoom, PoE+, H.264/AVC streaming, HDMI, and USB outputs, white finish	Panasonic - or equal Specify: _____	AW-HD40H(WPJ9) - or equal Specify: _____	\$2,332.64	2	\$4,665.28
23	N/A	USB 3.0 Extension Cable - for connection of CAM-02 to OPC-01 and OPC-01 to DSP-01 for UC/Web-conferencing	Vaddio - or equal Specify: _____	440-1005-023 - or equal Specify: _____	\$421.33	2	\$842.66
24	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfg support in quote	Mersive - or equal Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - or equal Specify: _____	\$1,363.70	1	\$1,363.70
24	REC-01	Recording/Streaming Appliance - Rack-mount, 2-HDMI input, dual-image/PIP support, H.264/265 streaming, recording to SD card, RTMP/RTSP support for client CivicPlus software & cloud services	Epiphan - or equal Specify: _____	Pearl Mini - or equal Specify: _____	\$3,669.75	1	\$3,669.75
25	HDA-02	HDMI Distribution Amplifier - 1x2 HDMI2.0b/HDCP2.2; with rack-mount kit	Extron - or equal Specify: _____	DA2 HD 4k PLUS w/ RSU 126 & ZipClip50 for undertable mounting - or equal Specify: _____	\$519.65	2	\$1,039.30
26	SDI-01	HDMI-to-3/12G SDI Converter, with embedded audio conversion to SDI	AJA - or equal Specify: _____	HA5-12G - or equal Specify: _____	\$733.95	1	\$733.95
27	IPD-01	H.264/AVC Transmitter/Receiver-Decoder IP H.264 stream to HDMI 2.0 Output with embedded audio. Provide rack-mount kit and mounting accessories	Crestron - or equal Specify: _____	DM-TXRX-100-STR - or equal Specify: _____	\$1,050.00	1	\$1,050.00
AUDIO							
28	MBU-2/ MIC-03	Conference Microphone & Base Unit - 20" gooseneck cardioid capsule, mic-only base unit with PTM/PTT & Request-to-Talk buttons (RTT)	Shure - or equal Specify: _____	MXCMU-FS & MXC420DF/ - or equal Specify: _____	\$304.17	1	\$304.17
29	MBU-1/MIC-01/02	Conference Microphone & Base Unit - 16" gooseneck cardioid capsule, mic & speaker base unit with PTM/PTT & Request-to-Talk buttons (RTT) - Qty 4 day-one, with up to 5 additional as FUTURE	Shure - or equal Specify: _____	MXCMU-FL & MXC416DF/ - or equal Specify: _____	\$341.65	8	\$2,733.20
30	MIU-1	Conference Microphone Modular Interface unit, for up to two flush front-plate units - Provide with manufacturer cabling in lengths required (Shure-only, no non-mfg CAT patch cabling allowed)	Shure - or equal Specify: _____	MXCMU w/mounting bracket & EC-6001 cables in lengths as required - or equal Specify: _____	\$402.05	5	\$2,010.25
31	CCU-01	Conference Microphone Central Control Unit - Rackmount unit with analog I/O and power supply to supply up to 60 units	Shure - or equal Specify: _____	DIS-CCU w/PS-CCU - or equal Specify: _____	\$1,285.20	1	\$1,285.20
32	MIC-04	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, Include in-ceiling breakout/networking box per each 2-mics	Biamp - or equal Specify: _____	Parle TCM-X (white) - or equal Specify: _____	\$1,317.18	2	\$2,634.36
33	MIC-04	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, Expansion unit for each TCM-X unit	Biamp - or equal Specify: _____	Parle TCM-XEX (white) - or equal Specify: _____	\$843.70	2	\$1,687.40
34	WMR-01	Wireless Mic system w/ Beltpack transmitter, Omnidirectional condenser lavalier mic; with rcvr rackmount kit	Shure - or equal Specify: _____	QLXD14/85 - or equal Specify: _____	\$922.13	1	\$922.13

Appendix A

27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS

Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
35	WMR-01	Wireless Mic system w/ hand held transmitter SM58 capsule; with rcvr rackmount kit	Shure - or equal Specify: _____	QLXD24/SM58 - or equal Specify: _____	\$855.73	1	\$855.73
36	MIC-05/WMR-02	Wireless Mic Transmitter - Wireless gooseneck basetype & 10" hypercardioid gooseneck mic element, with QLXD4 receiver unit & rackmount kits	Shure - or equal Specify: _____	QLXD8/MX410S & QLXD4 - or equal Specify: _____	\$1,134.19	2	\$2,268.38
37	WMR-02	Wireless Mic Transmitter - Surface Boundary Layer type, with QLXD4 receiver unit & rackmount kits	Shure - or equal Specify: _____	QLXD6 & QLXD4 - or equal Specify: _____	\$946.77	2	\$1,893.54
32	RFD-1	Rackmount antenna distribution system for QLX-D systems; include cabling & power supplies as needed to power system	Shure - or equal Specify: _____	UA845UWB - or equal Specify: _____	\$695.08	2	\$1,390.16
33	ANT-1	Antennae, 1/2-wave dipole & mounting bracket kit for mounting above accessible ceiling (order model to match frequency range chosen, based upon specification)	Shure - or equal Specify: _____	UA505 & UA8 - or equal Specify: _____	\$49.27	2	\$98.54
34	DSP-1	Rackmount Audio DSP Unit - 12x8 Analog I/O + 8 channels USB for UC/Web-conferencing; AEC inputs, VoIP/SIP & POTS interfaces; AVB audio networking	Biamp - or equal Specify: _____	TesiraFORTE AVB VT - or equal Specify: _____	\$2,635.69	1	\$2,635.69
35	ADA-01	Audio Distribution Amplifier - 1x3 Stereo/Mono output, Line, with Rackmount kit	Extron - or equal Specify: _____	MDA 3A - or equal Specify: _____	\$111.35	1	\$111.35
36	AMP-01	Audio Power Amplifier - 2 Channel, Low-Z, 100W per-channel, with rackmount kit	Extron - or equal Specify: _____	XPA U1002 w/RSU 129 - or equal Specify: _____	\$434.81	1	\$434.81
37	ALS-01	Assistive Listening Kit - Combo FM (72-76MHz)/VW-Fi set with VW-Fi server; Signage; Cabling; (4) FM receivers w/earphones & T-coil lanyards; charging kit & power supplies	WilliamsAV - or equal Specify: _____	FM 557 PRO ((1) FM T55 transmitter (4) PPA R37N receivers (4) EAR 022 surround earphones (2) NKL 001 neckloops (2) BAT KT6 two-bay chargers and rechargeable batteries (1) ANT 005 remote coaxial antenna (1) IDP 008 ADA wall plaque (1) RPK 005 rack panel kit) - or equal Specify: _____	\$1,461.36	1	\$1,461.36
38	ALS-02						
39	S-01	Wall-mounted column loudspeakers - 2"x8 driver set, with wall-mount aiming brackets, color-white	JBL-Pro - or equal Specify: _____	CBT-100LA-1-W- or equal Specify: _____	\$608.58	2	\$1,217.16
40	Portable	Press Audio Distribution Box, Portable - 1 line input x 12 mic outputs, passive, in ruggedized case with pass-thru	Whirlwind- or equal Specify: _____	PB12- or equal Specify: _____	\$552.30	1	\$552.30
MISCELLANEOUS HARDWARE							
41	TTB-01	Flush Mount In-table Captive Cable and Power Box - (2) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron- or equal Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02)- or equal Specify: _____	\$651.15	5	\$3,255.75
42	TTB-02	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; (2) USB-A captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron- or equal Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-663-04, 70-1040-03, 70-1080-02)- or equal Specify: _____	\$651.15	1	\$651.15
43	TTB-03	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cable, simplex 120V power	Extron- or equal Specify: _____	Cable Cubby 202US (70-139-02, 26-663-06)- or equal Specify: _____	\$248.16	1	\$248.16
44	PP-01	CAT6A 10G Coupler PatchPanel - Normal Density 24-port; Provide with 24" patch cables in quantity	Panduit- or equal Specify: _____	CP246X88BL- or equal Specify: _____	\$511.26	1	\$511.26
45	-	Wireless Mic Transmitter Recharging Station - for HH & Belt-pack units, or Tabletop transmitter batteries	Shure- or equal Specify: _____	SBC220-US- or equal Specify: _____	\$294.53	1	\$294.53

Appendix A

27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: AUDIOVISUAL SYSTEMS

Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
46	WP-02	Wall panel for XLR-M line out to portable Press Feed box(es)	Pro-Co, RCI, Panelcrafters, etc...- or equal Specify: _____	Custom	\$13.46	2	\$26.92
47	AER-01	Floor-standing AV Equipment Rack - 38RU, 23"W x 32"D, w/29" usable depth: Include side/top panels, rear door, skirted caster base, Rear-rack rail kit; all required blank and vent panels; top fan cooling kit with thermostat, and all required accessories for a turnkey and finished, closed rack	Middle Atlantic - or equal Specify: _____	BGR-38SA-32 (w/BGR-RR38; CBS-BGR; bgr-522FT-FC) - or equal Specify: _____	\$1,497.74	1	\$1,497.74
48	AER-01	Pull-out rack shelf - for Pearl Mini unit	Middle Atlantic - or equal Specify: _____	KB-SS - or equal Specify: _____	\$171.17	1	\$171.17
49	AER-01	Vertical PDU for rack - Distro from UPS-01	Middle Atlantic - or equal Specify: _____	PD-2420SC-NS- or equal Specify: _____	\$125.09	1	\$125.09
50	AER-01	Rack Shelf for OFE PC - 4RU, adjustable depth	Middle Atlantic - or equal Specify: _____	U4V- or equal Specify: _____	\$54.86	1	\$54.86
51	AER-01	Rack drawer with foam insert for mic storage - 2RU	Middle Atlantic - or equal Specify: _____	D2 (w/FI-2 each)- or equal Specify: _____	\$151.40	2	\$302.80
52	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV- or equal Specify: _____	DL-AR2- or equal Specify: _____	\$70.85	8	\$566.80
53	PBB-01	Projector service enclosure and mounting system - Provide with projector NPT pipe receiver, 2RU mounting space, 5-gang spaces for power/data/connectivity. Provide with support cabling, safety support cables, and 2x2 insert panel to match ceiling	FSR Inc.- or equal Specify: _____	CB-22P- or equal Specify: _____	\$636.73	1	\$636.73
54		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.			\$5,391.91	LOT	\$5,391.91
55		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.			\$550.00	LOT	\$550.00

Appendix A

27 41 20 - CITY OF UKIAH COUNCIL CHAMBERS: BID ALTERNATE 'A'

56	LTG-01	Lighting Control Keypad - for control of non-dimming 277V main room fixtures	Crestron- or equal Specify: _____	C2N-CBD-E-W-S- or equal Specify: _____	\$197.00	2	\$394.00
57	LTG-02	Lighting Control Keypad - for control of dimming 120V soffit can lights	Crestron- or equal Specify: _____	C2N-CBD-E-W-S- or equal Specify: _____	\$197.00	2	\$394.00
58		Lighting Control Interface Processor and enclosure, for use with Cameo/Cresnet devices and 120/277V dimming/switching modules	Crestron- or equal Specify: _____	GLNET-CN- or equal Specify: _____	\$1,668.77	1	\$1,668.77
59		Lighting Control Module, for use with GLNET-CN and switched 277V lighting loads	Crestron- or equal Specify: _____	GL-EXP-SW-CN- or equal Specify: _____	\$189.00	2	\$378.00
60		Lighting Control Module, for use with GLNET-CN and dimable 120V lighting loads	Crestron- or equal Specify: _____	GL-EXP-DIMU-CN- or equal Specify: _____	\$288.75	2	\$577.50

Appendix A							
27 41 30 - CITY OF UKIAH CONFERENCE ROOM 3: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CP-02	Control Button Panel & 3-series Processor, wall-mounted 3-gang type, with serial port and relay/analog/digital I/O, IP network interface	Crestron - or equal Specify: _____	MPC3-302-W - or equal Specify: _____	\$572.25	1	\$572.25
2	IPS-03	Ethernet Switch - Rack-mounted 8-port PoE+/PoE++, L2/L3 managed switch, 60W power budget	Cisco - or equal Specify: _____	SG350-10P - or equal Specify: _____	\$362.12	1	\$362.12
3	CPC-02	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETR/ FBO	1	OFE/ETR/ FBO
DISPLAY & VIDEO							
4	FPD-04	Flat panel display - 75" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: Samsung	C751Q - or equal Specify: QB75R	\$1,917.09	1	\$1,917.09
5	FPD-04	Flat panel display mount - Large fixed wall mount - for 75" flat panel display	Chief/LegrandAV - or equal Specify: _____	LTMU - or equal Specify: _____	\$192.73	1	\$192.73
6	HDRX-01	HD-Base-T & HDMI Auto-switcher: HDBT and local HDMI input, HDMI output, with network control & I/O	Crestron - or equal Specify: _____	HD-RX-201-C-E - or equal Specify: _____	\$420.00	1	\$420.00
7	HDTX-01	HD-Base-T Transmitter, undertable mount	Crestron - or equal Specify: _____	HD-TX-101-C-E - or equal Specify: _____	\$173.25	1	\$173.25
8	CAM-03	HD Fixed Zoom Camera - Display mounted wide-angle lens, with matching remote UTPx2 receiver unit - output HDMI, USB, H.264/RTSP	Vaddio/LegrandAV - or equal Specify: _____	WideSHOT SE QUSB Systems - or equal Specify: _____	\$2,029.18	1	\$2,029.18
9	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfr support in quote	Mersive - or equal Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - or equal Specify: _____	\$1,363.70	1	\$1,363.70
10	REC-01	Recording/Streaming Appliance - Rack-mount, 2-HDMI input, dual-image/PIP support, H.264/265 streaming, recording to SD card, RTMP/RTSP support for client CivicPlus software & cloud services	Epiphan - or equal Specify: _____	Pearl Mini - or equal Specify: _____	\$3,669.75	1	\$3,669.75
11	HDA-02	HDMI Distribution Amplifier - 1x2 HDMI2.0b/HDCP2.2; with rack-mount kit	Extron - or equal Specify: _____	DA2 HD 4k PLUS w/ RSU 126 & ZipClip50 for undertable mounting - or equal Specify: _____	\$519.65	2	\$1,039.30
AUDIO							
12	UCC-01	Unified Conferencing Hub - 1-HDMI IN/2-HDMI Out, with USB2.0/3.0 connectivity for cameras, user PC, Bluetooth dialing, IP network control/mgmt.	Biamp - or equal Specify: _____	Devio SCR-25 - or equal Specify: _____	\$1,643.76	1	\$1,643.76
13	MIC-05	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, with single daisy-chain connectivity for 2-mics	Biamp - or equal Specify: _____	Devio DCM-1 - or equal Specify: _____	\$544.04	2	\$1,088.08
14	FPD-04	Side-bar Speakers - 2-way custom sized units to mount to display sides. Provide VESA mounting bracket to pair to display	Innovox - or equal Specify: _____	FS-V2 (Pair) - or equal Specify: _____	\$875.99	1	\$875.99
MISCELLANEOUS HARDWARE							
15	TB-01	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron - or equal Specify: _____	Cable Cubby 1202 (70-1184-02, w/60-1782-01, (2) 26-863-04, 70-1040-03, 70-1080-02) - or equal Specify: _____	\$651.15	1	\$651.15
16	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV - or equal Specify: _____	DL-AR2 - or equal Specify: _____	\$70.85	1	\$70.85
17		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.			\$1,136.52	LOT	\$1,136.52
18		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.			\$550.00	LOT	\$550.00

Appendix A							
27 41 35 - CITY OF UKIAH CONFERENCE ROOM 5: AUDIOVISUAL SYSTEMS							
Item #	Drawing/ Appendix Ref.	Product	Manuf.	Model #	Unit	Qty	Ext.
CONTROL							
1	CP-02	Control Button Panel & 3-series Processor, wall-mounted 3-gang type, with serial port and relay/analog/digital I/O, IP network interface	Crestron - or equal Specify: _____	MPC3-302-W - or equal Specify: _____	\$572.25	1	\$572.25
2	IPS-03	Ethernet Switch - Rack-mounted 8-port PoE+/PoE++, L2/L3 managed switch, 60W power budget	Cisco - or equal Specify: _____	SG350-10P - or equal Specify: _____	\$362.12	1	\$362.12
3	CPC-02	Owner Furnished PC Computer - Small-form-factor (Intel NUC), with undertable mounting bracket, for use on-network/credentialled access and UC/MS Teams - Located under Secretary's dais position	By Owner	By Owner	OFE/ETR/ FBO	1	OFE/ETR/ FBO
DISPLAY & VIDEO							
4	FPD-05	Flat panel display - 65" LCD, LED backlit, 350nit output, RS-232/IP control	NEC - or equal Specify: Samsung	C651Q - or equal Specify: QB65R	\$1,020.87	1	\$1,020.87
5	FPD-05	Flat panel display mount - Large fixed wall mount - for 75" flat panel display	Chief/LegrandAV - or equal Specify: _____	LTMU - or equal Specify: _____	\$192.73	1	\$192.73
6	HDRX-01	HD-Base-T & HDMI Auto-switcher: HDBT and local HDMI input, HDMI output, with network control & I/O	Crestron - or equal Specify: _____	HD-RX-201-C-E - or equal Specify: _____	\$420.00	1	\$420.00
7	HDTX-01	HD-Base-T Transmitter, undertable mount	Crestron - or equal Specify: _____	HD-TX-101-C-E - or equal Specify: _____	\$173.25	1	\$173.25
8	CAM-03	HD Fixed Zoom Camera - Display mounted wide-angle lens, with matching remote UTPx2 receiver unit - output HDMI, USB, H.264/RTSP	Vaddio/LegrandAV - or equal Specify: _____	WideSHOT SE QUSB Systems - or equal Specify: _____	\$2,029.18	1	\$2,029.18
9	WPA-01	Wireless Presentation Appliance - 1 HDMI input, 2 HDMI output, dual-NIC & local AP - Include 3-years mfr support in quote	Mersive - or equal Specify: _____	Solstice POD Gen3 +Solstice Subscription (3 yrs) - or equal Specify: _____	\$1,363.70	1	\$1,363.70
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AUDIO							
12	UCC-01	Unified Conferencing Hub - 1-HDMI IN/2-HDMI Out, with USB2.0/3.0 connectivity for cameras, user PC, Bluetooth dialing, IP network control/mgmt.	Blamp - or equal Specify: _____	Devio SCR-25 - or equal Specify: _____	\$1,643.76	1	\$1,643.76
13	MIC-05	Ceiling Surface-mounted Beamforming Microphones - Up to 4 tracking beam elements per mic, with single daisy-chain connectivity for 2-mics	Blamp - or equal Specify: _____	Devio DCM-1 - or equal Specify: _____	\$544.04	1	\$544.04
14	FPD-05	Side-bar Speakers - 2-way custom sized units to mount to display sides. Provide VESA mounting bracket to pair to display	Innovox - or equal Specify: _____	FS-V2 (Pair) - or equal Specify: _____	\$875.99	1	\$875.99
MISCELLANEOUS HARDWARE							
15	TB-01	Flush Mount In-table Captive Cable and Power Box - (1) HDMI captive cables; Duplex 120V power + USB-C & USB-A power; with bracket kit & undertable cable cover kit	Extron - or equal Specify: _____	Cable Cubby 1202 (70-1184-02, w/80-1782-01, (2) 26-683-04, 70-1040-03, 70-1080-02) - or equal Specify: _____	\$651.15	1	\$651.15
16	TTB-01/03	Video Connector Adaptor Ring Set - (1) DisplayPort male to HDMI female, (1) Mini-DisplayPort male to HDMI female, (1) Mini-HDMI "C" male to HDMI female, and (1) Micro-HDMI "D" to HDMI female on securing clamp 'ring' cable	Liberty AV - or equal Specify: _____	DL-AR2 - or equal Specify: _____	\$70.85	1	\$70.85
17		Miscellaneous hardware, accessories, connectors, cabling, terminal blocks, etc., necessary to insure a complete and operating system.			\$1,136.52	LOT	\$1,136.52
18		Set audiovisual systems schematic drawings, shall be printed, laminated & stored in pocket of audiovisual equipment rack.			\$500.00	LOT	\$500.00

NAME OF BIDDER: EIDIM Group, Inc. dba EIDIM AV Technology
SPEC #: 20-09
PROJECT NAME: COUNCIL CHAMBER AV REPLACEMENT

**PLEASE REFER TO APPENDIX A FOR MASTER PRICING TABLE,
AND SUPPORTING PRICING SCHEDULES TO SUBMIT WITH YOUR BID.**

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of 08/13, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 824410, expiration date 09/30/2021.

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: 1000010711

Signature of bidder or bidders, with business name, address, and phone number:

By: President/CEO

Print Name: Andrew W. Bang

Company Name: EIDIM Group, Inc. dba EIDIM AV Technology Address: 649 Dromana Ct.

City: San Ramon Zip: 94582 Phone #: 925-452-6272

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.

Corporations:

Address of principal office: 649 Dromana Ct., San Ramon, CA 94582

Name and address of President: 8009 Lily Lane, Downey CA 90241

Name and address of Secretary: 8009 Lily Lane, Downey CA 90241

Name and address of Treasurer: 8009 Lily Lane, Downey CA 90241

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: The City of Ukiah, Mendocino County, CA

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.

COUNCIL CHAMBER AV REPLACEMENT

By 
(Signature of Bidder)

Business Name: EIDIM Group, Inc. dba EIDIM AV Technology

Business Mailing Address: 6905 Oslo Circle Suite J.

Buena Park, CA 90621

Business Location:

649 Dromana Ct.

San Ramon, CA 94582

(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 13th day of August, 2020

By

 
(Signature of Bidder)

Business Name: EIDIM Group, Inc. dba EIDIM AV Technology

Business Mailing Address: 6905 Oslo Circle Suite J.
Buena Park, CA 90621

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.

Witness my hand this 13th day of August, 2020

By 
(Signature of Bidder)

Business Name: EIDIM Group, Inc. dba EIDIM AV Technology

Business Mailing Address: 6905 Oslo Circle Suite J.
Buena Park, CA 90621

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
N/A				

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to provide information regarding 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.

For qualifications requirements of Bidder, refer to Appendix B, Section 274100, Part 1, Sub-Section 1.3. For required documentation to be submitted with the bid documents to establish that the bidder meets the Qualifications requirements, please refer to Section 274100, Part 1, Sub-Section 1.5.B.

Please see page 5 of the proposal.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

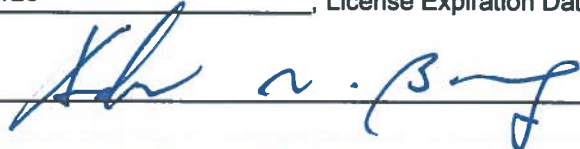
IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

EIDIM Group, Inc. dba EIDIM AV Technology

Andrew W. Bang, President, CEO, Secretary, Treasurer, Manager

Licensed in accordance with an act providing for the registration of Contractors:

License No. 824410, License Expiration Date 09/30/2021

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: 649 Dromana Ct.

San Ramon, CA 94582

Place of residence: 8009 Lily Lane, Downey CA 90241

Dated: 08/13/2020

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____ Eidim Group, Inc. dba Eidim AV Technology _____, as PRINCIPAL and

_____ Western National Mutual Insurance Company _____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ (10%) Ten Percent Of The Total Amount Of The Bid

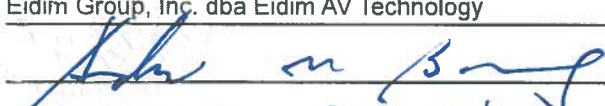
THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on August 18, 2020 for COUNCIL CHAMBER AV 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 18th day of August, A.D. 2020.

Eidim Group, Inc. dba Eidim AV Technology _____ (Seal)

 _____ (Seal)

Andrew Bang, President / CEO _____ (Seal)
Principal

Western National Mutual Insurance Company _____ (Seal)

_____ (Seal)

 _____ (Seal)
Surety Pietro Micciche, Attorney-In-Fact

Address: 10851 N. Black Canyon Hwy., Suite 630

Phoenix, AZ 85029

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

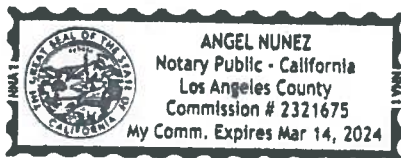
On **AUG 18 2020** before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:



The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Patricia Zenizo, Angel Nunez, Pietro Micciche, Manuel Reguerra and Daniel Inzunza

Preferred Bonding Services (#9780)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

Jon R. Hebeisen

Jon R. Hebeisen, Secretary



Larry A. Byers

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young

Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young

Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN this 16th day of August, 2020

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 Council Chamber AV 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.

Andrew W. Bang, President/CEO

EIDIM Group, Inc. dba EIDIM AV Technology

Signature(s) of Bidder

Business Address: 649 Dromana Ct. San Ramon, CA 94582

Place of Residence: 8009 Lily Ln, Downey, CA 90241

NOTARIZATION

Subscribed and sworn to before me this 13th day of August, 2020.

CARLA FAYE BALABO SOOFOD

Notary Public in and for the County of Orange, State of California.

My Commission Expires June 1, 2023.

(✓) Jurat attached

non-collusion affidavit

City of Ukiah, City Council

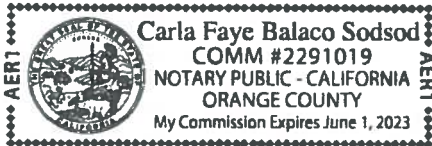
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th
day of August, 2020, by Andrew Wonjin Bang

proved to me on the basis of satisfactory evidence to be the
person~~(s)~~ who appeared before me.



(Seal)

Signature



LIBERTY
AV SOLUTIONS

A SUBSIDIARY OF WESCO DISTRIBUTION, INC.

RUN WITH US

www.LibAV.com

January 23, 2018

To: Whom it may concern

Re: Authorized Dealer Verification

This letter serves as confirmation that **EIDIM Group, Inc.** is an authorized dealer of all Liberty AV Solutions product lines in good standing since August 25, 2010.

This approval is extended to and includes Liberty AV Solutions subsidiary companies **PanelCrafters**, **Fibertron**, and **Intelix**. The **Digitalinx** brand is a product offering under **Intelix**.

As an authorized Liberty AV Solutions dealer, **EIDIM Group, Inc.** may represent themselves as such and is entitled to supply, install and service our products and has full warranty privileges.

If you have any questions, please contact me directly at +1 719-388-7519

Dealer Contact information:

EIDIM Group, Inc.
6905 Oslo Cir. Suite J
Buena Park CA 90621
(562) 777-1009

Sincerely,

Ralph E. Parrett

Director of Quality & Technical Services
Liberty AV Solutions
rparrett@libav.com

HARMAN Professional Division
8500 Balboa Blvd.
Northridge, CA 91329



March 15, 2019

To Whom It May Concern,

This is to confirm that EIDIM Group is an authorized dealer in good standing with all of the brands of the Professional Division of Harman International, including AKG, AMX, BSS Audio, Crown, dbx, JBL, Lexicon, Soundcraft, SVSI and Martin Lighting.

EIDIM Group is recognized by Harman as an authorized integrator capable of programming and installing our products.

Sincerely,

A handwritten signature in black ink that reads "Jeff Harris". The signature is fluid and cursive, with the first and last names clearly legible.

Jeff Harris
Western Regional Sales manager
US Sales, Professional Division

818.886.8742 office
818-585-2831 mobile
Jeff.Harris@Harman.com



Middle Atlantic Products, Inc.

November 13, 2014

RE: EIDIM Group, Inc. Authorized Reseller Letter

To Whom It May Concern:

This letter will serve as confirmation that EIDIM Group, Inc. is an authorized reseller of the Middle Atlantic Products product lines. As such, EIDIM Group, Inc. is able to supply and support the Middle Atlantic Products product lines.

If you have any questions, please feel free to contact me at 800-266-7225.

Sincerely,
Middle Atlantic Products

Whitt Adams
Sales Director

what great systems are built on.™

Middle Atlantic Products is an ISO 9001 and ISO 14001 Registered Company

300 Fairfield Road, Fairfield, New Jersey 07004-1932
973-839-1011 | www.middleatlantic.com

A Group brand | 

Partner Registration

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Partnership Type

Company Details

Compliance

Agreement

Submit

[Partner Self Service](#)

Reseller Partner

Application ID: 1041865

Application Type: Partner Registration

Applicant Details: Andrew Bang 

Email: andy@eidim.com

Legal Agreement:  English

Agreement Signed On: 01-FEB-2018

Expiration Date: 31-JAN-2019

Approved By: CREG_AUTO

Application Status: Approved

Applicant Cisco.com User ID: andrew.bang

Phone: 562-777-1009

Full Name on Agreement: Andrew Bang

Effective Date: 01-FEB-2018

Approved Date: 01-FEB-2018

Your Cisco Channel Partnership will remain valid for a period of 12 months from the date of renewal and can be renewed 90 days before expiration.



July 10, 2017

To Whom it May Concern

SUBJECT: DEALER AUTHORIZATION LETTER

This letter will certify that Eidim Group Inc. is an authorized CRESTRON Dealer for the CRESTRON product line in good standings since February 28, 2008.

As an authorized CRESTRON Dealer, Eidim Group Inc. may represent themselves as such and is entitled to supply, install and service our products and have full warranty privileges.

If you have any questions, please contact us at our corporate office.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Malleo".

Elizabeth Malleo
Administrative Support
Crestron Electronics Inc.

Cc: Antonio Dias
Lance Martin

Crestron Electronics, Inc.
15 Volvo Drive
Rockleigh, NJ 07647
Tel: 800.237.2041/201.767.3400
Fax: 201.767.1903

NEW YORK LOS ANGELES ATLANTA DALLAS CHICAGO FLORIDA TORONTO
MEXICO CITY BRUSSELS MUNICH LONDON PARIS HONG KONG BEIJING SINGAPORE
TAIWAN



NEC Solutions (America) Inc.
500 Park Boulevard – Suite 1100
Itasca, IL 60143-1248

June 20, 2018

EIDIM AV Technology
6905 Oslo Circle, Suite J
Buena Park, CA 90621

To Whom It May Concern:

This letter is to serve as notification that EIDIM AV Technology, Inc. located in Buena Park, CA is a reseller who can purchase NEC Display products through our authorized distributors and resell and install the NEC Display Solutions product line.

The product line encompasses Projectors and LCD Monitors and Large Format Display Monitors for Digital Signage.

Sincerely,

A handwritten signature in black ink that reads "Cathy Hussar". The signature is written in a cursive style with a large, stylized 'C' and 'H'.

Cathy Hussar
Manager of Business Operation
NEC Display Solutions of America, Inc.

PRODUCT RANGE OVERVIEW

RESOURCE FINDER

INFORMATION

DEAL REGISTRATION

BUSINESS

Search

CONTACT@EIDIM.COM

PANID: P003712 / TECHID: 0000

SEE REVISIONS

Login Information

	Current Password *	
	contact@eidim.com	
	Enter New Password *	
	Confirm New Password *	

YOU *

AUTHORIZATION

Product category	Authorization
Professional displays	C, System Integrator
Projectors	C, System Integrator
Broadcast Camera Systems	A, Professional Video
Broadcast, Cinema & Pro Video Accessories	A, Professional Video
Camcorders	A, Professional Video
Camera Controllers	A, Professional Video
Cinema Cameras	A, Professional Video
Monitors	A, Professional Video
Network Workflow Tools & Software	A, Professional Video
Professional PTZ Cameras	A, Professional Video
Recorders/Players	A, Professional Video
Switchers	A, Professional Video

SAVE



SHURE INCORPORATED
5800 WEST TOUHY AVE
NILES, IL 60714-4608 USA
P: 847-600-2000
F: 847-600-1212
WWW.SHURE.COM

March 15, 2019

Eidim Group Inc
Db a Eidim Consulting Group
6905 Oslo Cir Ste J
Buena Park, CA 90621-4671

To whom it may concern:

This letter is to inform you that Eidim Group Inc dba Eidim Consulting Group, located in Buena Park, California, is an authorized dealer of Shure products and is in good credit standing with our credit department. Should you have any questions, please feel free to call me at 847-600-8546.

Sincerely,

Tim Valley
Regional sales Manager
Shure, Inc.

TV: DM



PROPOSAL FOR THE CITY OF UKIAH

Council Chambers AV Replacement

ABD Project #P2703

08/18/2020

CITY OF UKIAH
Office of City Clerk
300 Seminary Avenue
Ukiah, California 95482-5400

EIDIM GROUP, INC dba
EIDIM AV TECHNOLOGY
Carla Sodsod
925-452-6272
estimate@eidim.com
649 Dromana Ct.
San Ramon, CA 94582

"We help, tell us your needs"

*We provide customized, cost-
effective, and up-to-date Audiovisual
solutions*

To Whom It May Concern,

EIDIM Group, Inc. ("EIDIM") appreciates the opportunity to respond to The City of Ukiah request for proposal for the Council Chamber AV Replacement.

EIDIM has a vast experience in providing solutions to a wide range of Audio-Visual consultation and integration whether for federal, state and local government, education, houses of worship and private/commercial entities, providing customized services catered to the customer's specific needs, requests and requirements.

We constantly strive to preserve a strong, independent identity for our company with an active and enthusiastic style of management offering an accessible, friendly, fast, efficient, and flexible service which places EIDIM in a class of its own. Our goal is to creatively introduce new concepts and ideas without compromising the specific preferences of our client believing that the key to a successful collaboration is the attentiveness to the client's needs which EIDIM has always been committed to exemplify. We have an unquestionable dedication to serving our customers with the latest state-of-the-art equipment with efficiency, effectivity, and punctuality.

This proposal contains all the information requested by The City of Ukiah, which will help and guide you to make an informed award decision. We look forward to hearing from you and gladly answer any questions that you may have.

Sincerely,


Andrew W. Bang, Jr.
President/CEO

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A. Proposed Project Costs

EIDIM Group, Inc. is pleased to submit this information response for audio/visual solutions for the City of Ukiah in achieving its goal to replace the existing AV system in the council chamber. We proudly present this information containing all the client's requirements, concerns, and expectations.

1. Equipment Cost

Please see master cost pricing table

2. Non-equipment Cost

Please see master cost pricing table

3. Subcontractor Cost

No subcontractor to be hired for this project.

B. Company General Information/Qualification

1. Company Information

For 20 years, our mission is to provide end-to-end quality installations, as well as complete customer satisfaction through our services. EIDIM has worked on numerous Public & Federal government, educational, houses of worship, and private projects. We have provided consultation, installation, integration and maintenance services for AV professional systems. Our services involve providing solutions for turnkey projects such as audio/video productions, integrating audiovisual equipment and control systems, installing and upgrading Videowalls and VTC systems, audio and video recording systems, so on and so forth

EIDIM provides follow-up services that ensure the systems we source and install works perfectly. Not only do the clients receive professional and quality services, but we also ensure to proper scrutiny and attention to details on the project designs/details and Installations.

a. Emails & Phone Extensions:

General questions: contact@eidim.com; 562-777-1009
 Order Related Transactions: order@eidim.com; 562-777-1009 Ext 101
 Service Requests: support@eidim.com; 562-777-1009 Ext 102
 Accounting Related transactions: accounting@eidim.com; 562-777-1009 Ext 106
 Quote Request: estimate@eidim.com

b. Company Designations:

FEIN: 95-4837991	HUBZone Certified	SIC Codes:
DUNS: 00-661-7604	NAICS Codes:	1731, 3861
Cage Code: 33EMO	238210, 236220, 334290,	
GSA Schedule: GS-03F-	334310, 334515, 423620,	
105AA	423690, 443112, 711130	
CMAS #: 3-14-58-0247A		

FEIN- 95-48379991; Contractor License – 824410 Exp. 9/30/2021; DIR-1000010711

c. Proposal Point of Contact- Carla Sodsod; estimate@eidim.com; 562-777-1009 Ext. 101

d. Project Manager- Allan Bang (allan@eidim.com) x 107

e. Project Facilitator/AV Specialist- Steven Hernandez, CTS

f. Project Coordinator: Alessa Aladad (alessa.aladad@eidim.com) x 106

g. Certifications

- ✓ **Audinate**- Dante 1, 2, 3
Digital Audio Network
Through Ethernet
- ✓ **Avixa**
CTS- Certified
Technology Specialist
CTS-D Certified
Technology Specialist
Design
CTS-I Certified
Technology Specialist
Installation
Apex AV Provider of
Excellence
- ✓ **Barco**- Certified
Specialist
Wide Screen
Certification
Media and
Entertainment
Technical
- ✓ **Biamp**- Audia, Vocia,
TesiraFORTÉ & TESIRA
SERVER
- ✓ **BSS Audio**
Programming
- ✓ **Chief** Install Track
Automated Classroom
Install
Mounting Solutions
- ✓ **Cisco**- Telepresence,
Tandberg
ATP Authorized
Technology Provider
- ✓ **ClearOne** Pro Audio
Technical Specialist
Professional
Conferencing Products
Certified Specialist
- ✓ **Commscope** SP3000-
Structured Cabling
- ✓ **Crestron**- CAT Certified
Audio Technician
DM NVX Certification
DMC-D-4K Digital Media
Certified- 4k- Design
DMC-E -4K Digital Media
Certified- 4k- Engineer
DMC-T-4K- Digital Media
Certified- 4k- Technician
CTI-SG- Smart Graphics
Crestron Programming
Lighting Control
Commercial System Design
- ✓ **Extron** EAVA Extron AV
Associates
SDI & HD-SDI Design-
XTP, XTP-E
Certified XTP Systems
and Engineer
Emerging Technologies
4k
Control Specialist
Videowall System
Design
- ✓ **HDBaseT** Authorized
HDBaseT Alliance
Trainer
- ✓ **L-Acoustics** Sound
Vision
- ✓ **OSHA** 30 HR
Construction Safety
Training
- ✓ **Tripp•Lite** KVM KVM
Switches
Digital Signage
Solutions
- ✓ **Shure** Integrated
System Certification
Microflex Advance
Training
- ✓ **Harman** CC101 IP
Video Essentials
CC101 Audio Essentials
CC102 Cabling Essentials
CC103 Control Essentials
CC104 Networking Essentials
CC105 PC Essentials
CC106 Video Essentials
- ✓ **QSC** Q-SYS Level
1 QSYS Certified
- ✓ **Planar** G3 LCD
Videowall System
Installer
Leyard TVFLED Video
Wall Certified
Clarity Matrix
Certified Installer
- ✓ **Solstice**
- ✓ **Yamaha** Commercial
Audio PM5D
Operational
- ✓ **Polycom** FSIST300US
Federal and NATO
PracticeSpecialization
RPEOS100 Video
Endpoints
RPEMOS101
Introduction to Real
Presence Mobile
IVOS200 Installed Voice
VSOT200 VoIP
Technical Track
C3130610 Video
Solutions
ITPOS100 Immersive
IBM RPIIAS300
Integration
RPPOT200 Platform
RPVOS101 Primer
Training





Let It Be Known

EIDIM Group, Inc.

Has been awarded the designation of **AV Provider of Excellence (APEX)** from AVIXA by annually demonstrating their commitment to providing quality service to customers, upholding high standards, and advancing industry excellence.

01/11/2018

Designation Awarded

02/28/2021

Expiration/Renewal Date

Joe Pham, Ph.D., President, AVIXA



AUDIOVISUAL AND INTEGRATED EXPERIENCE ASSOCIATION

2. Key Personnel

Andrew Bang, CTS-D – Consultant/Senior Designer/Senior Project Manager | 27 years of Experience is AV Industry. Andy is the AV solution designer and the Team's over all decision maker and fully responsible for this project's success.

Tim Pak – Project Manager | 18 years of Project management experience in the AV field, Allan worked on varieties of projects in many AV areas. He will be working with the client's Project management, in and out of the project site to make sure that the schedule is met as well as every phase process. He will be reporting to Andrew Bang the PM of this project.

Steven Hernandez, CTS – AV Specialist | 4 years of experience | Steven will work closely with the AV Designer and Project Manager to make sure that the installation operation is on a timely manner.

Joseph Putian, CTS - AV System Designer | 15 years of experience in the AV industry, Joseph is specialized in designing the projects solutions. He covers all areas of designing in AV. He will be the initiator to design the AV upgrade solution and will be working closely with Andrew, Senior Designer and Consultant.

Jay Beronguez, CTS-I – AV System Installer Lead | 10 years of experience | Jay will work closely with the AV Designer and Field Supervisor.

Sung Ho Park, Crestron-DM- AV Programmer/Engineer | 18 years of Experience | Sung will be the main personnel for all programming engineering related scope.

Technicians and Programmer (Installation and Maintenance Crew)

- TBA. During the performance of this contract, EIDIM employees shall (including any authorized representatives who enter the project process) shall abide by the security regulations of the installation and shall be subject to such checks as may be deemed necessary by the client's officials. *(ALL RESUME- APPENDIX A)*

3. Locations

EIDIM Group, Inc.
6905 Oslo Cir. #J
Buena Park, CA 90621
Tel: 562 - 777 – 1009
Toll-Free Number: 877.C77-EIDIM (34346)
Fax: 562 - 777 – 9120

EIDIM Group, Inc.
649 Dromana Ct.
San Ramon, CA 94582
Tel: 925-452-6292

Technical Personnel: 12

Technical Personnel: 3

4. Project Reference

County of Fresno

Contract Number	No. 18-710
Project Title	Integrated Audio-Video Systems
Place of Performance	County of Fresno DSS, 200 W. Pontiac Way, Clovis, CA 93612
Offeror's Role	Prime
Period of Performance	02/19/2019 – 07/11/2019
Total Contract Ceiling	621,000.00
Team Member's Portion	100%
Contracting Officer	Christopher Woods 760-995-3593
Technical Representative	Same
Project Description	AV Integration, installation, and programming in the different conference rooms, classrooms, training rooms & boardroom with new AV Technology.



Victor Valley Transit Authority

Govt. Agency / Project owner	Victor Valley Transit Authority, Hesperia , CA
Contract Number /Date	Solicitation # 2018-08
Project Title	Audio/Visual Installations and upgrade
Contract Type / Role	Cost Price + Fixed Fee /Prime
Period of Performance	05/05/2019 ~07/10/2019
Total Contract Ceiling	\$ 210,000.00
Point of Contact	Christine Plasting, cplasting@vvta.org (760) 995-3583
Technical Representative	Jerry Perez, jperez@vvta.org 760-995-3572; Simon Herrera 760-995-3586 sherrera@vvta.org
Project Description	This project has three buildings on-site which include the training centers, council chamber, meeting & conference rooms, and the main VVTA Boardroom. We designed, developed, and installed new AV products and upgrading the existing video and audio/sound system equipment.



Conejo Valley Unified School District

Govt. Agency / Project owner	Conejo Valley USD 1400 E. Janss rd. Thousand Oaks, CA 91362
Contract Number /Date	MP18/19-5430 PEGG / Jan 18 2018
Project Title	Audio/Visual Equipment and Installation services
Contract Type / Role	Firm Fixed Price/Prime
Period of Performance	03/30/2018 ~01/12/2019
Total Contract Ceiling	\$ 748,453.85
Point of Contact	Mandy Porter, mporter@conejousd.org
Technical Representative	Tim McCabe, tmccabe@conejousd.org, 805-498-4557 x 153
Project Description	EIDIM Designed, purchased, furnish, install, and provide training and Technical support on for council chamber.Desktop multi-function control station with vibrant color LCD pixel touch screen for request to speak and/or voting / timer count depending on member seat configuration. Contains high performance shock mounted cardioid gooseneck microphone, audio amplifier, speaker and USB charging port for mobile devices.



City of San Luis Obispo, CA

Govt. Agency/ Project Owner	City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401
Contract No.	1000120 / Dec. 2019 to Apr 2020
Project Title	Council Chamber Audio Video Replacement Project
Maintenance	1 year
Contract Ceiling	\$ 163, 812.60
Point of Contact	Matt Horn 805-781-7200
Project Description	The project involves design, furnish, installation, training, and technical support for an audio and visual system that is capable of recording, archiving, and broadcasting live legislative events from the City Council Chambers and Community Meeting Room.



The City of Long Beach Library, CA

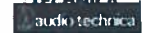
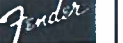
Govt. Agency / Project owner	City of Long Beach 333 West Ocean Blvd. Long Beach, CA 90805
Contract Number /Date	Project R - 6985 / Jul. 13, 2015
Project Title	Long Beach North Branch Library project
Contract Type / Role	Cost Price + Fixed Fee /Subcontractor
Period of Performance	09/30/2015 ~1/30/2016
Total Contract Ceiling	\$ 170,000
Point of Contact	Robert Everhart, everhartra@aol.com ; 310-312-1400
Owner Contact	Nancy Villasenor ; Nancy.Villasenor@longbeach.gov ; (562) 570-6563
Project Description	Installation of Audio and Visual system to Family learning center room, Classrooms, Conference room, community large meeting room, Story time room, teen central time room, Study room, overhead paging system, Library CUE monitors, ADA-compliant assistive listening system.



5. Dealership Lists

EIDIM has a perpetual dealership/resellership account with all of these brand manufacturers.

FURMAN 	JBL HARMAN 	BARCO 	CHIEF 	CISCO 	CLEAR ONE 	LIVERTY AV SOLUTIONS 	LUXOR 	EXTRON 	CRESTRON 
LISTEN TECHNOLOGIES 	LG 	DIGITAL PROJECTION 	DA-LITE (LEGRAND) 	ATLONA 	DSAN 	DWI ENTERPRISES 	COUNTRYMAN 	EPSON 	ANCHOR AUDIO 
BELDEN 	BRIGHTSIGN 	MIDDLE ATLANTIC 	LUXUL 	MERSIVE 	PANASONIC 	CABLE TIME 	SONY 	TRIPPLITE 	AKG 
APPLIED GLOBAL TECHNOLOGIES, INC. 	ARRIBA PRODUCTS 	GPO DISPLAY 	SOUNDCRAFT 	CROWN 	DIGITECH 	LOGITECH 	YAMAHA 	WILLIAM SOUND 	WESTPENN WIRE 
VADDIO 	SHURE 	ELMO USA CORP 	FORBES INDUSTRIES 	SHARP 	SAMSUNG 	QSC 	SENNHEISER 	AURORA MULTIMEDIA 	PLANAR 
CONTEMPORARY RESEARCH 	INTER-M 	RENKUS HEINZ 	HALL RESEARCH 	TANNOY 	GATOR CASES 	RADIO DESIGN LABS 	AMX 	MEYER SOUND 	ALLEN & HEATH 
STAMPEDE PRESENTATION PRODUCTS, INC. 	ULTIMATE SUPPORT 	PREMIER MOUNTS 	RCI CUSTOMS 	RGB SPECTRUM 	STARRIN 	WINDY CITY 	PRESONUS 	STARTECH 	INFINITY 
AUDIO INTERVISUAL DESIGN 	EAW 	EXACT FURNITURE LIMITED 	ACE BACKSTAGE CO, INC. 	CATCHBOX 	ADVANCED MEDIA TECHNOLOGIES 	CLOCK AUDIO 	C2G 	PROJECTA 	DBX 

TANDBERG 	TELEX 	TASCAM 	STEWART 	SANYO 	SYLVANIA 	SKB 	ADAMSON 	PHILIPS 	APB DYNASONICS 
AUDIO TECHNICA 	ASHLY 	AKG 	AUDIX 	AVIOM 	ANTARI 	FOLSOM 	BBE 	BEHRINGER 	CAMCO 
DENON 	CLEARCOM 	DIGICO 	DIGIGRAM 	DPA MICROPHONES 	CHRISTIE 	BOSE 	BSS AUDIO 	DRAWMER 	EARTHWORKS 
ELATION PROFESSIONAL 	EDIROL 	EIKI 	FENDER 	SOUNDCRAFT 	HUBBELL 	GENELEC 	LAB GRUPPEN 	LEXICON 	LIFESIZE 
MIGHTYBRIGHT 	MULTI LITE 	MACKIE 	MC AUDIO 	MCCAULEY 	MIDAS 	NEKO 	DPA MICROPHONES 	POWERSOFT 	POLYCOM 



WILLIAMS AV

logitech



6. List of Technical Products not direct dealer.

N/A

7. Narrative

Project Description:

The scope of this project is to assist the City of Ukiah to provide upgrade of fully functional audiovisual technology in the existing office conference rooms and City Council chambers of the Civic Centre building located at 300 Seminary Avenue, Ukiah, California 95482.

System Description:

Council Chambers:

EIDIM will provide and install two new NEC C981Q commercial LCD panels. Each display will be mounted on a Chief XBM1U bolt-down stand that will suspend the display in the corner behind dais as close to the underside of the perimeter soffit as possible while retaining serviceability.

Two new NEC C751Q commercial screens will also be provided and installed at each side of the audience area as shown on the plan drawings. Each display will be mounted on a Chief LSTU fixed mount bracket with a service enclosure behind display to provide power/data connectivity as well as the supporting Crestron NVX decoder.

A new NEC NP-PA803UL 8000 Lumen projector will be provided and installed suspended from a FSR CB-22P recessed projector service enclosure and mount. Projector images will be displayed on a newly installed Da-Lite Tensioned Countour Electrol 183" (16:10) motorised screen.

Total of nine (9) NEC EA224WMI 22" desktop monitor will be provided and installed at the dais, as per the plans. Each monitor will be coupled with a Limbo SL102 to allow the use of these monitors while minimizing the appearance of the monitors from the audience over the dais top.

Crestron NVX solution will be used for routing and distribution of the AV signals from the sources to the end receivers. There are six (6) DM-NVX-D30, two (2) DM-NVX-350 and four DM-NVX-E30 included which will serve as encoders and decoders of AV signals from PC or laptops to displays and recorder.

There are only eight (8) 22" desktop monitors shown on the schematic drawing, but in the equipment list the required are nine (9) monitors. We assumed that one panel will be for spare

use or not to have connection with the new AV system and no dedicated NVX encoder or decoder has been allowed for.

A Crestron 1:8 HDMI DA will provide distribution of the chosen AV signal to these 8 monitors. This means that all screens will display the same source simultaneously.

Each of the large display panel and the projector will have a dedicated Crestron decoder which means these screens or projector will have the ability to display different sources from one another. One Crestron NVX encoder/decoder will be used to allow audio breakaway to be fed into the audio DSP as room program audio.

An Extron SW8 HD 4K PLUS eight-input HDMI switcher will be provided and installed under the table at the dais to allow selection of HDMI inputs at the dais table boxes to be sent to the encoder for display and recording.

A total of three Panasonic PTZ cameras (1x AW-HE130WP and 2x AW-HN40H) will be provided and installed on ceiling as shown on the RCP drawings. Content of these cameras will be sent to a decoder for ingest to the recording/streaming device as well as to the CATV feed. The front room camera will have a Vaddio USB3.0 extension cable to feed content to the OFE PC at the dais, used for UC/Web-conferencing applications. This centre camera includes an Auto Tracking Software Key that will enable auto-tracking camera functions. Installation of software will be coordinated with the IT management.

A Mersive Solstice Wireless presentation appliance will be provided to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple AirPlay, Miracast, Chromecast and other supported platforms.

An Epiphan Pearl Mini Streaming/Recording device will be provided with two HDMI inputs side by side/PIP recording of two sources as well as audio. This will be setup so the recording will be to an SD card slot and operation will be through the device touch-panel display as well as a page in the Crestron control touch panel to allow session record start, stop, pause, write/save, and play back commands.

An Extron 1:2 HDMI DA will be provided to allow signal distribution to the recorder and feed to the converter supplying content to CATV.

Each dais will be provided with HDMI input connection with Extron Cable cubby as required in the AV schematic.

EIDIIM will provide seven (7) Shure Gooseneck microphones flush mount in dais with speaker for voice and program reinforcement. One Gooseneck microphone will be provided at Clerk Desks.

A Shure flush mount without monitor speaker will also be provided in the podium.

All of these microphones will be connected to the conference microphone central control unit that will allow input/output to/from the audio DSP for output to room speakers and audio feeds to record/CATV, as well as return mix-minus feeds to tabletop base unit speakers.

Four Biamp Parle TCM surface mounted beam-forming beam-tracking microphones will be installed on ceiling for use in audience capture and ambient sound for streaming/recording/broadcast.

EIDIM will provide Shure RF wireless microphone system for audio conferencing application. This includes:

- 1 set of Shure QLXD14/85 wireless lavalier microphone system
- 1 set of QLXD24/SM58 wireless handheld microphone system
- 2 sets of Shure MX410/ULXD8 Wireless gooseneck mic with receiver
- 2 sets of Shure ULXD6 Wireless Boundary microphone with receiver
- Shure UA845UWB Antenna Distribution System with UA505/UA8 antenna kit
- 1 ShureSBC220-US 2-Bay Networked Docking Charger

A Biamp DSP will be provided, installed, and programmed as required in the AV spec. The TesiraForte AVB VT will mix, process, and route the audio received from mics and other AV equipment to use for audio-conferencing and audio-reinforcement applications.

A pair of FOH JBL column array speakers will be provided and mounted on left/right walls fore of dais. This will be powered by an Extron XPA U 1002 2-CH 100W amplifier.

The existing ceiling speakers, amplifiers and zones will be integrated and setup to the new audio system as part of the AV scope.

EIDIM will provide a set of Williams Sound ALS FM system. This FM557 PRO will combine a FM transmitter and antenna with a supplemental system using the guest Wi-Fi network for use by users with smartphones and earbuds, using the Williams sound app.

Two custom XLR wall plates will be provided to allow press-box feeds at rear of room in audience area.

A Whirlwind PB12 passive Press Box will be provided to accept line-level output from wall plate and provide transformer isolated mic-level outputs for feeds to public media.

Another Vaddio USB3.0 active extender will be provided to allow feed from DSP unit to OFE PC computer at dais for use with UC-Web-conferencing application.

A Crestron 10" touch screen panel will be provided to simplify control of the AV system for use by the Clerk in running system. This panel includes tabletop kit. This will be paired with a Crestron CP3N control processor. All Equipment will be programmed to work with the control system as specified in AV spec.

EIDIM will provide all interconnection cable, connectors, terminal strips, wireways, flexible conduit to facilitate the audiovisual systems as detailed within the AV spec and drawings.

The existing OFE AV rack will be re-used as noted in Appendix A and drawings. All required thermal management accessories, doors, side panels, top panels, bases, casters, blank and vent panels, lacing-bards, horizontal and vertical wire management, and power distribution will be provided and integrated as per AV spec and drawings.

EIDIM will provide and install power conditioning and distribution as required.

A rack mounted patch panel will be provided at the IP switch in the main rack to allow patching and management of AV and related IP devices in the rack.

All rack specialty ventilated and pull-out shelves, drawers and foam inserts for storage of microphone and transmitters will be provided as required in appendix A. rack mount kits and shelves will also be provided as required for the securement of AV equipment specified.

EIDIM will provide flush-mounted captive cable boxes in dais and podium as required in drawings and Appendix A. This includes US 120V receptacles and power supplies for USB-A and USB-C power.

EIDIM will provide and install all hardware, cabling, connectors, faceplates, terminators, adapters, audio combiners, balanced-unbalanced audio converters, wall boxes required to ensure installation of a fully functional audiovisual system as depicted in the AV Systems drawings.

Conference Room 3:

A 75" NEC C751Q commercial display will be provided, and installed wall mounted above credenza of this room. A Chief recessed service enclosure will be provided behind this display to provide power/data connectivity.

An Extron DA2 HD 4K PLUS HDMI DA will be provided and install to split signal between the display and streaming encoder/recorder interfacing to the CivicPlus platform.

EIDIM will provide and install a Crestron HD-RX-201-C-E HDBaseT/ HDMI switcher at the credenza to allow selection of HDMI input (s) at the table box to be sent to the display or recording.

A Vaddio WideSHOT SE QUSB System fixed zoomable camera will be provided and installed at the display above the credenza. This will provide output of HDMI and USB 3.0 interface at the credenza unit.

A Mersive Solstice Wireless presentation appliance will be provided to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple Air-Play, Miracast, Chromecast and other supported platforms.

An Epiphan Pearl Mini Streaming/Recording device will be provided with two HDMI inputs side by side/PIP recording of two sources as well as audio. This will be setup so the recording will be to an SD card slot and operation will be through the device touch-panel display as well as

a page in the Crestron control touch panel to allow session record start, stop, paus, write/save, and play back commands.

A Devio SCR-20 Unified Conferencing HUB will be provided and installed. This consists of a host unit that provides HDMI pass-thru input as well as dual HDMI outputs to displays, USB3.0 host interface for PC or laptop client UC software host, USB 3.0/2.0 connections to host a USB conferencing camera, input for ceiling/table microphones for conferencing use, and network connectivity for control and management of the unit. Two Biamp Devio DCM-1 beamforming microphones will be provided and integrated to the UCC interface.

A pair of Innovox FS-V2 side-bar speakers will be provided and mounted at the side of display for audio reinforcement.

A Crestron MPC3-302 media presentation controller will be provided to simplify control of the AV system. A Crestron SG350-10P network switch will be provided to act as power and to provide control connection of equipment via LAN.

Conference Room 5:

A 65" NEC C651Q commercial display will be provided, and installed wall mounted above credenza of this room. A Chief recessed service enclosure will be provided behind this display to provide power/data connectivity.

An Extron DA2 HD 4K PLUS HDMI DA will be provided and install to split signal between the display and streaming encoder/recorder interfacing to the CivicPlus platform.

EIDIM will provide and install a Crestron HD-RX-201-C-E HDBaseT/ HDMI switcher at the credenza to allow selection of HDMI input (s) at the table box to be sent to the display or recording.

A Vaddio WideSHOT SE QUSB System fixed zoomable camera will be provided and installed at the display above the credenza. This will provide output of HDMI and USB 3.0 interface at the credenza unit.

A Mersive Solstice Wireless presentation appliance will be provided to allow display of HD/UHD content from a variety of user platforms over Wi-Fi, using an application, Apple Air-Play, Miracast, Chromecast and other supported platforms.

An Epiphan Pearl Mini Streaming/Recording device will be provided with two HDMI inputs side by side/PIP recording of two sources as well as audio. This will be setup so the recording will be to an SD card slot and operation will be through the device touch-panel display as well as a page in the Crestron control touch panel to allow session record start, stop, paus, write/save, and play back commands.

A Devio SCR-20 Unified Conferencing HUB will be provided and installed. This consists of a host unit that provides HDMI pass-thru input as well as dual HDMI outputs to displays, USB3.0

host interface for PC or laptop client UC software host, USB 3.0/2.0 connections to host a USB conferencing camera, input for ceiling/table microphones for conferencing use, and network connectivity for control and management of the unit. A Biamp Devio DCM-1 beamforming microphone will be provided and integrated to the UCC interface.

A pair of Innovox FS-V2 side-bar speakers will be provided and mounted at the side of display for audio reinforcement.

A Crestron MPC3-302 media presentation controller will be provided to simplify control of the AV system. A Crestron SG350-10P network switch will be provided to act as power and to provide control connection of equipment via LAN.

Others:

Cables and accessories needed for the installation of new hardware including the labelling are included in this proposal.

EIDIM will remove all refuse and rubbish from about the premises, and leave the relevant areas and equipment clean and in an operational state.

All existing equipment to be used as specified in the AV spec will be integrated into the new AV system. This assumes that this OFE equipment are working and in good condition.

Operating manuals and AV drawings will also be provided by EIDIM.

Training:

Training will be provided by EIDIM in person on the use of new AV system to operator, maintenance, and troubleshooting of the system for owner's selected staff. There will be a minimum of 12 hours, over four sessions of end-user training included in this proposal. Documentation and manuals of the installed system will also be provided.

C. Schedule of Implementation

If awarded with this project. EIDIM is to verify and comply with project schedule and deliver the equipment and services of specified time frame. Completion of the project is 60 days from the NTP.

The system installation tasks shall be assigned as follows:

SYSTEM	FURNISHED BY:	INSTALLED BY:	DURATION (DAYS)
A/V System Design/Shop drawing Products lead time, engineer submittal, GUI & UI submittals, Spreadsheet of network connections with IP adds, etc., Commissioning Test docs and reports	EIDIM	EIDIM	12
Remove Existing Equipment	EIDIM	EIDIM	3
Wiring & Cabling	EIDIM	EIDIM	4
Install Equipment	EIDIM	EIDIM	40
Rack Patching	EIDIM	EIDIM	3
Programming	EIDIM	EIDIM	14
Testing and Training	EIDIM	EIDIM	4
A/V Project Management & Admin	EIDIM	EIDIM	60
Shipping & Handling	EIDIM	EIDIM	30

***No subcontractor to be hired for this project.**

D. Additional Information

N/A

E. Alternate Equipment/Substitution

Please see appendix A page 4 for more details. Cutsheet's on Appendix C.

Comparison Matrix for Proposed Substitutions									
Specification Sheets of Proposed Models attached									
X	Mfg.	Model	Display Siz	Resolution	Brightness	Display Type	Input	Output	Warranty
Specified	NEC	C981Q	98"	UHD 3840 x 2160	350 NITS	S-IPS	HDMI 2.0 (3), DisplayPort 1.2 (2) Audio Mini-Jack, DisplayPort Audio, HDMI Audio RS-232C, LAN, IR Remote microSD (Media Player), USB x 2	DisplayPort (Outputs DisplayPort1 or Option) Audio Mini-Jack, External Speaker Out (2), DisplayPort Audio LAN	3 years
Proposed	Samsung	QB98R	98"	UHD 3840 x 2160	350 NITS	Edge-Lit BLU LED	RGB: DVI-D, DisplayPort 1.2 (1) Video: HDMI 2.0 (2) HDCP: HDCP 2.2 Audio: Stereo Mini Jack, DVI, HDMI USB: USB 2.0 x 2 External Control: RS232C Wifi, Bluetooth	RGB HDMI 2.0 (Loop-out) Audio Stereo Mini Jack External Control RS232C (In/Out) Thru Stereo Jack, RJ45	3 years
Specified	NEC	C751Q	75"	UHD 3840 x 2160	350 NITS	S-IPS	HDMI 2.0 (3), DisplayPort 1.2 (2) Audio Mini-Jack, DisplayPort Audio, HDMI Audio RS-232C, LAN, IR Remote microSD (Media Player), USB x 3	DisplayPort (Outputs DisplayPort1 or Option) Audio Mini-Jack, External Speaker Out (2), DisplayPort Audio LAN	3 years
Proposed	Samsung	QB75R	75"	UHD 3840 x 2160	350 NITS	Edge-Lit BLU LED	RGB: DVI-D, DisplayPort 1.2 (1) Video: HDMI 2.0 (2) HDCP: HDCP 2.2 Audio: Stereo Mini Jack, DVI, HDMI USB: USB 2.0 x 2 External Control: RS232C Wifi, Bluetooth	RGB HDMI 2.0 (Loop-out) Audio Stereo Mini Jack External Control RS232C (In/Out) Thru Stereo Jack, RJ46	3 years
Specified	NEC	C651Q	65"	UHD 3840 x 2160	350 NITS	S-IPS	HDMI 2.0 (3), DisplayPort 1.2 (2) Audio Mini-Jack, DisplayPort Audio, HDMI Audio RS-232C, LAN, IR Remote microSD (Media Player), USB x 4	DisplayPort (Outputs DisplayPort1 or Option) Audio Mini-Jack, External Speaker Out (2), DisplayPort Audio LAN	3 years
Proposed	Samsung	QB65R	65"	UHD 3840 x 2160	350 NITS	Edge-Lit BLU LED	RGB: DVI-D, DisplayPort 1.2 (1) Video: HDMI 2.0 (2) HDCP: HDCP 2.2 Audio: Stereo Mini Jack, DVI, HDMI USB: USB 2.0 x 2 External Control: RS232C Wifi, Bluetooth	RGB HDMI 2.0 (Loop-out) Audio Stereo Mini Jack External Control RS232C (In/Out) Thru Stereo Jack, RJ47	3 years

F. Subcontractor Information

N/A

D. Warranty & Maintenance

1. Base Warranty Services Support

EIDIM guarantees client satisfaction with good performance of the installed & repaired A/V systems we shall provide services such as maintenance warranty support for any labor and parts/materials for one (1) year. During the warranty period, service calls and requests (phone support) for information shall be answered within **2 hours** and this plan also covers all hardware, software, cables, wires, etc. as long as it's part of the installed system. Moreover, an on-site service will commence within **24 hours** after the phone/email request is received, Monday through Friday from 8:30 AM to 8:30 PM. Preventative maintenance will be every 3 months (quarterly) doing system checkup, check driver, clean filters, etc.

The manufacturers of the technical systems' equipment provide a minimum of one (1) year warranty against manufacturer defects. EIDIM will assist in troubleshooting problems and determining components in need of repair. We will serve as the client's agent in securing service from manufacturers for all defective devices. Our dedicated customer support personnel, can be reached via phone, 562-777-1009 ext. 106 or via email at support@eidim.com.

2. Commissioning

After the system checkout has been completed and test results are reviewed carefully, commissioning shall start. The following are the minimum work to do:

1. A physical inventory of all equipment on site and will be compared to equipment lists in the contract documents.
2. The operation of all system equipment shall be demonstrated by the Contractor.
3. Review of final As-Build documentation as described in the "Contractors Documentation" section of this specification.

EIDIM will be providing all the testing tools to complete this phase. Both subjective and objective test are to be done. Any further adjustment or any defective equipment must be repaired or replacement due to incorrect installation or a mistake from the contractor shall not be covered by the client.

E. OPTIONAL Preventative Maintenance

(One-Year, Two-year, Three-Year, Four-year, & five-year Preventative Maintenance (after the base warranty))

- **Preventative Maintenance-**

- Trimester- A programmer/technician will come down to the site every 3 months to run whole system checks.

YEAR 2

- Preventative Maintenance
 - Trimester-\$16,000.00

YEAR 3

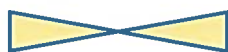
- Preventative Maintenance
 - Trimester -\$18,000.00

YEAR 4

- Preventative Maintenance
 - Trimester-\$20,000.00

YEAR 5

- Preventative Maintenance
 - Trimester -\$22,000.00



F. Appendix A. Master Pricing Table

Please see attached Master Pricing Table on the next Page.



G. Appendix B. Resume

President / CEO / SPM Résumé

Andrew W. Bang, CTS-D, DMC-D

Senior AV Consultant/Designer/Project Manager

Contact Information

6905 Oslo Cir. Suit J
Buena Park, CA 90621
562.777.1009 ext. 107
andy@eidim.com

Professional Summary

Broad experience in the design, integration, and management of large-scale professional AV Systems. Experience comes from a diverse market of customers: Corporate Enterprise, Hospitality, Education, Government/Military, and House of Worship AV systems. Expertise in managing procurement and project teams in achieving goals and objectives; coordinating all aspects of technical installation crews, ensuring that all government compliance regulations were met; maintained top quality standards throughout installations through personal inspections.

Education

Goldman Sachs 10,000 Small
Business
Mastery Program
2013

Business to Government
Mastery Program
B2G Institute
2007

Music Industry Program
University of Southern California
1999

Recording & Sound
Reinforcement Techniques
Long Beach CC
1994

License & Certificate

XTP-Design EngineeExtron
2014

Strength include:

Productivity and Time Utilization	Strategic Visions and Project Planning
Technical Design and Support	Budget and Cost Control
Operational Efficiencies	

Professional Experience

EIDIM AV Technology, Buena Park, CA 1999 ~ Present
SENIOR A/V CONSULTANT/ DESIGNER

Leading Several Consultants more than 250 various projects.
Managing Numerous Projects as a Senior Project Manager

Gospel Broadcasting Co. (AM 1190), Los Angeles, CA 1995 ~ 1999
Engineer in Chief
Technical Advisor to the President.
A/V Hardware and Software Engineer

Project Experience

CTS-D		The City of Long Beach	Long Beach, CA 2015
		Role: Senior AV Consultant/Designer	
		Project Scope: AV Equipment Installations	
		AV Budget: \$170,000	
		Duration: 4 months	
Certified Tech. Specialist-Design			
Infocomm	2011	County of Fresno	Fresno, CA. 2019
		Role: Overall Project Manager	
		Project Scope: AV Equipment Installations	
		AV Budget: \$800,000.00	
		Duration: 60 days	
DMC-D			
Digital Media Cert. –Designer			
Crestron	2011	Conejo Valley Unified School District	Newberry, CA. 2019
		Role: Overall Project Manager	
		Project Scope: AV Equipment Installations	
		AV Budget: \$1,000,000.00	
		Duration: 90 days	
CTS,			
Certified Technology Specialist			
Infocomm	2008	Palomar College School District	San Marcos, CA. 2018
		Role: Senior AV Consultant, Designer	
		Project Scope: AV Equipment Installations	
		AV Budget: \$2,100,000	
		Duration: 60 days	
RMO, CA Contractor's License			
No. 824410,	2003		
B General Building			
C7 Low-Voltage		Victor Valley Transit Authority	Hesperia, CA. 2018
C10 High-Voltage		Role: Senior AV Consultant, System Designer	
C33 Painting & Decorating		Project Scope: Audio Visual Update	
		AV Budget: \$201,000.00	
		Duration: 45 days	

Professional Affiliations

InfoComm		County of Riverside	Riverside, CA 2017
		Role: Senior AV Consultant/ Designer	
AES		Project Scope: AV Equipment Installations	
		AV Budget: \$ 158,368.66	
NAB		Duration: 6 months	

Industry Tenure

27 Years

Allan Bang, EAVA**AV Project Manager****Summary:**

Balanced AV technology with field plentiful experiences for live events covers all kinds of diverse market like, federal, education, church, and private sectors. From site survey to estimates and installation, all project processes are managed by professional knowledge and experiences; thus, any single trouble is also solved and treated with certified AV system technology.

License & Certificate

- Crestron Digital Media Designer certificate, 2011
- Extron AV Associate certificate, 2011
- Belden Cable configuration certificate, 2009
- L-Acoustic Sound Vision certificate, 2006
- Yamaha Digital PM-1D sound console certificate, 2003

SKILLS:

- Lighting Programming and Design for Stage fixtures and house light
- Crestron Digital Video design
- Extron AV system for sound and video System
- Sound programming and operation for digital devices

Professional Experience:

County of Fresno

Fresno, CA. 2019

Role: Overall Project Manager

Project Scope: AV Equipment Installations

AV Budget: \$700,000.00

Duration: 60 days

Conejo Valley Unified School District

Newberry, CA. 2019

Role: Overall Project Manager

Project Scope: AV Equipment Installations

AV Budget: \$1,000,000.00

Duration: 90 day

Palomar College School District

San Marcos, CA. 2018

Role: AV Senior Project Manager

Project Scope: AV Equipment Installations

AV Budget: \$2,100,000

Duration: 60 days

MICC Fort Irwin,

Fort Irwin, CA. 2018

Role: AV Senior Project Manager

Project Scope: VTC, Sound, Large Display, and Control system Design/ Built

AV Budget: \$200,000

Duration: 6 months

EPA (Environmental Protection Agency)

Los Angeles, CA. 2018

Role: AV Senior Project Manager

Project Scope: VTC, Sound, Large Display, and Control System Integration

AV Budget: \$60,000

Duration: 1 month

LA County Sheriff Video Wall

Los Angeles, CA. 2017

Role: AV Senior Project Manager

Project Scope: LED Video Wall Integration for Command Control Center

AV Budget: \$640,000

Duration: 5 months

Joseph Puti-An, CTS

AV Designer

Summary:

Balanced AV technology with field plentiful experiences for Audio and Video Systems of diverse market like, federal, education, church, and private sectors. From consultation, designing, engineering, all project processes are managed by professional knowledge and experiences.

License & Certificate

- Certified Technology Specialist (CTS)
- Meyer Sound Design and Optimization
- Meyer Sound SIM 3 Certified
- Extron Certified
- Biamp Tesira Certified
- Biamp Vocia Certified
- Smart Analyzer Training
- Dante Certified Level 2
- Principles of Sound System Design (Synergetic Audio Concept)
- Exterity Training
- Audio Engineering Society (AES) Training
- Yamaha Professional Audio
- Spinetix Digital Signage Academy
- Creston DM Certified
- BSS Network Audio System
- Media Matrix Nion Audio System

SKILLS :

- Crestron Digital Video design
- Extron AV system for sound and video reinforcement System
- AV DESIGNING
- Auto CAD

Project Experience

County of Fresno

Fresno, CA. 2019

Role: Designer

Project Scope: AV Equipment Installations

AV Budget: \$800,000.00

Duration: 60 days

Conejo Valley Unified School District

Newberry, CA. 2019

Role: Designer

Project Scope: AV Equipment Installations

AV Budget: \$1,000,000.00

Duration: 90 days

Palomar College School District

San Marcos, CA. 2018

Role: Designer

Project Scope: AV Equipment Installations

AV Budget: \$2,100,000

Duration: 60 days

Victor Valley Transit Authority

Hesperia, CA. 2018

Role: Designer

Project Scope: Audio Visual Update

AV Budget: \$201,000.00

Duration: 45 days

County of Riverside

Riverside, CA 2017

Role: Designer

Project Scope: AV Equipment Installations

AV Budget: \$ 158,368.66

Duration: 6 months

The City of Long Beach

Long Beach, CA 2015

Role: Senior AV Consultant/Designer

Project Scope: AV Equipment Installations

AV Budget: \$170,000

Duration: 4 months

STEVEN HERNANDEZ, CTS

AV Specialist/Field Supervisor/AV Technician

Summary:

extensive background in preproduction planning, coordinating, installing, operating, repairs and people skills in Audio Visual Industry

Certifications

- > Certified Technology Specialist (CTS. 2019)
- > Extron AVA Specialist, 2019
- > AVT Specialist, 2019
- > Dante Level-1, 2018
- > DanteLevel-2,2018
- > Qsys Level-1,2019
- > Qsys Level-2019

Professional Experience:

1. Irvine Valley College Irvine, CA. 2019
 Role: Av Technician
 Project Scope: Sound, control system
 AV Budget: \$60,000
 Duration: 1 month

2. Twentynine Palms AV Maintenance Twentynine Palms, CA. 2019
 Role: AV Technician
 Project Scope: VTC, Sound, Large Display, and Control System Integration
 AV Budget: \$300,000
 Duration: 2 years

3. Orange County Superior Court Audio System Maintenance Santa Ana, CA. 2019
 Role: AV Technician
 Project Scope: Audio, PA system
 AV Budget: \$500,000
 Duration: 5 years

4. Conejo Valley Unified School District Newberry, CA. 2019
 Role: Overall Project Manager

 Project Scope: AV Equipment Installations
 AV Budget: \$1,000,000.00

Duration: 90 days

5. EPA (Environmental Protection Agency)

Los Angeles, CA. 2018

Role: AV Senior Project Manager

Project Scope: VTC, Sound, Large Display, and Control System Integration

AV Budget: \$60,000

Duration: 1 month

6. Palomar College School District

San Marcos, CA. 2018

Role: AV Senior Project Manager

Project Scope: AV Equipment Installations

AV Budget: \$2,100,000

Duration: 60 days

7. MICC Fort Irwin,

Fort Irwin, CA. 2018

Role: AV Senior Project Manager

Project Scope: VTC, Sound, Large Display, and Control system Design/ Built

AV Budget: \$200,000

Duration: 6 months

Jay Beronguez, CTS-I

Lead Installer/Engineer

Qualifications**Professional Electronics**

PEcE
Engineer
April 2017

Dante Certification 1-DM
 Certified Designer
 March 2017

PC Essentials- Harman International-
 March 2017

Video Essentials- Harman
 International

March 2017

CTS-I Certified Technology
 October 2016

Exterity Creston March 2017

Tesira FORTÉ- Audinate-April 2017

Harman Certified Audio- Harman
 International
 March 2017

CTSSpecialist-Installation
 June 2016

VoIP Certification Level 1-IP Video
 Essentials May 2017

Associate | Design- Harman
 International

EcE- Certified Technology

November 2006

Audio Essentials-Biamp Training
 Course May 20 17

May 2017

DMC-D-4K(Creston)
 Specialist
 January 2017

Cabling Essentials- Biamp VoIP
 Training
 March 2017

Q-SYS Level 1- Harman
 International- June 2017

Configuring for Control- QSC
 Training

Creston RL 101- Electronics
 Engineer
 December 2016

Control Essentials- Harman
 International
 March 2017

Extron Electronics

HDBaseT Alliance Authorized

HDBaseT Alliance- March 2018

SKILLS

AutoCAD, SketchUp

AV Integration, MS Project

Nihongo

Broadcasting (ENG,SNG,Microwave)

LG Supersign, MagicInfo, BrightAuthor

Crestron Programming, EASE, INSUL,

NTi Audio XL

PROFESSIONAL AFFILIATION:

Institute of Electronics Engineer of the Phil.

Infocomm International

Synergetic Audio Concepts

Member, December 2006 to present

Member, July 2015 to present

Member, February 2017 to present

Audio Engineering Society

Associate Member April 2017 to present

Professional Experience:

1. Palomar College School District

San Marcos, CA. 2018

Role: Junior Consultant/Design

Project Scope: AV Equipment Installations

AV Budget: \$2,100,000

Duration: 60 days

Details: 90 Conference/meeting/Study Room: AV installation systems. Flat Panel Monitor AV Systems

2. EPA (Environmental Protection Agency)

Los Angeles, CA. 2018

Role: Junior Consultant/Design

Project Scope: VTC, Sound, Large Display, and Control System Integration

AV Budget: \$60,000

Duration: 1 month

Details: 1 Conference Room, 3 meeting room, common area, and control Room, DSP, Presentation System Integration: Crestron DM Switching & Control System Integration.

3. MCBC (Marine Corps Base Camp) Pendleton,

Ocean Side, CA. 2014

Role: Head Installer/AV Technician

Project Scope: VTC, Sound, Large Display, and Control system Design/ Built

AV Budget: \$210,000

Duration: 3months

Details: 4 Conference Room VTC, DSP, Presentation System Integration: Cisco C40 Codec, Cisco EX90, 2 x 65" LCD Display Panels, Furniture, Crestron Digital Media, Crestron Control System Integration, Video & Phone Conferencing capability using ISDN Link

Dong Guk Ye

IT Programmer

License, Certificate & Skills

- **Programming:** Java, C/C++, Objective C, HTML, CSS, JavaScript, PHP, OpenGL, Verilog, MIPS ISA, ColdFire ISA, and MatLab
- **IDEs:** Xcode, Eclipse, Microsoft Visual Studio, and CodeWarrior
- **Version Control:** SVN, Git
- **Operating Systems:** Windows, CentOS, and Mac OS X
- **Design Tools:** Xilinx Schematic Design, Modelsim, and Cadence Virtuoso
- **Crestron:** CTI-P101 Foundations of Crestron Programming, DM NVX Design and Application
- **Shure:** Integrated Systems Certification Level 1

Related coursework:

- Computer Graphics Systems
- Computer Networks
- Mobile Application Development
- Web Development
- Operating Systems
- Numerical Methods
- Basic Organization of Computer
- Computer Systems Organization
- System Design Using Microprocessors

Professional Experience:

County of Fresno

Fresno, CA. 2019

Role: IT Programmer

Project Scope: AV Equipment Installations

AV Budget: \$700,000.00

Duration: 60 days

Conejo Valley Unified School District

Newberry, CA. 2019

Role: IT Programmer

Project Scope: AV Equipment Installations

AV Budget: \$1,000,000.00

Duration: 90 day

Palomar College School District

San Marcos, CA. 2018

Role: IT Programmer

Project Scope: AV Equipment Installations

AV Budget: \$2,100,000

Duration: 60 days

MICC Fort Irwin,
Role: IT Programmer

Fort Irwin, CA. 2018

Project Scope: VTC, Sound, Large Display, and Control system Design/ Built

AV Budget: \$200,000

Duration: 6 months

EPA (Environmental Protection Agency)

Los Angeles, CA. 2018

Role: IT Programmer

Project Scope: VTC, Sound, Large Display, and Control System Integration

AV Budget: \$60,000

Duration: 1 month

EPA (Environmental Protection Agency)

Los Angeles, CA. 2018

Role: IT Programmer

Project Scope: VTC, Sound, Large Display, and Control System Integration

AV Budget: \$60,000

Duration: 1 month

LA County Sheriff Video Wall

Los Angeles, CA. 2017

Role: IT Programmer

Project Scope: LED Video Wall Integration for Command Control Center

AV Budget: \$640,000

Duration: 5 months

Sung Ho Park
AV Programmer/Engineer

EXPERIENCE

- | | |
|--|--|
| <p>■ EIDIM AV Technology</p> <p>Engineer/Extron Control Specialist/Crestron Programmer</p> <ul style="list-style-type: none"> - Manage project engineering activities and issues - Design conference/meeting room, classroom, and auditorium - Develop audio-video control system - Perform configuration of audio-video equipment and VTC codec - Conduct QC(Quality Control) procedure | <p>Buena Park, CA
 (Oct. 2009 – Present)</p> |
|--|--|

SPECIALTIES

- **VTC Room Upgrade**
- **Audio Visual Systems Installation, Conference Rooms**
- **Audio-Video Equipment Maintenance**
- **Integration of Mediawall**
- **Council Chamber AV Control Installation and Programming**

EDUCATION / CERTIFICATIONS

- M.S. in Mechanical Engineering, Sungkyunkwan University (Feb. 2005)
- B.S. in Mechanical Engineering, Sungkyunkwan University (Feb. 2003)
- Crestron Programming for Certification Class (Feb. 2012)
- Crestron DigitalMedia Certified Designer (Oct. 2010, #D-103-101008-1932)
- Extron Configurable Control Systems Training (Oct. 2011)
- Extron Certified AV Associate (Jun. 2011)
- ClearOne Certified Technical Specialist – Audio/Video Distribution and Control (Mar. 2012), Installed Conferencing Products (Nov. 2011)
- ClearOne Certified Product Specialist – Professional Conferencing, Premium Conferencing, Personal Conferencing, Tabletop Conferencing, Media Carts, Digital Signage (Mar. 2012), Audio/Video Distribution and Control, NetStreams (Feb. 2012), Unified Communications (Sep. 2011)
- MediaMatrix NWare Training Level 1 (Apr. 2012)
- Vaddio Camera Tracking Certification – Design (Jan. 2012)
- Cisco Tandberg TelePresence Video Field Engineer for Express 650-294 (Feb. 2012)
- Cisco Tandberg TelePresence Video Sales Engineer for Express 650-293 (Jun. 2011)
- Polycom RealPresence Infrastructure Technical Training (Apr. 2012)
- Polycom RealPresence Infrastructure Solution Sales Training (Mar. 2012)

- Polycom Infrastructure Solution Sales Training C4140610 (Jun. 2011)
- Polycom Infrastructure Solutions Pre-Sales Technical Training C4240610 (May 2011)
- Polycom Video Solutions Pre-Sales Technical Training C3230610 (May 2011)
- Polycom Federal Solutions Sales Training CP130610 (May 2011)
- Six Sigma Green Belt (Sep. 2006)
- PMP(Project Management Professional) Training (Aug. 2006)
- SAP ABAP Developer Training (Mar. 2004)
- Database Modelling and Design Training (Nov. 2003)
- eTPM(electronic-Total Productivity Management) Elementary Training (Feb. 2002)

SKILLS

Programming: ABAP(for SAP ERP solution), VB, PHP, ASP,

Crestron Software(for Crestron Audio-Video Control System)

Solution: SAP ERP MM(Material Management)

OA: Windows 7/Vista/XP/Server, Linux, MS office software, Photoshop and other engineering and OA software



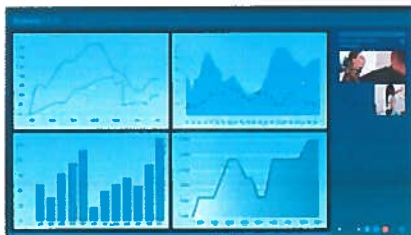
H. Appendix C. Substitute Cutsheets



Upgrade every meeting space in a big way.

QB98R 98" UHD Commercial Display

The Samsung QB98R is a cost-effective 98" commercial display with an extensive feature set, including 3840 x 2160 Ultra HD resolution, 350 nits brightness and a non-glare panel. Every presentation, training session or video conference will be sharp and clear. At 98" with full external control, expanded connectivity and Cisco compatibility, the QB98R is the perfect solution for replacing aging projectors in boardrooms, conference rooms and meeting rooms.



Key Features

-  **UHD for Stunning, Ultra-Realistic Detail**
With 3840 x 2160 UHD resolution, every presentation will be gorgeous and have maximum impact.
-  **Intelligent Picture Quality Technology**
Intelligent Picture Quality technology boosts content from any source to UHD-level quality, and optimizes on-screen text and imagery with crisp edges and fine detail.
-  **Bright, Brilliant, Glare-Free Picture Quality**
A 350-nit, non-glare panel reduces reflection and ensures readability in ambient light conditions.
-  **All-in-One Signage Solution**
The embedded MagicInfo Player S6, backed by the powerful Tizen operating system, boosts the display's performance, and allows for easy content management and playback without the need of a PC.
-  **Reliable 24/7 Operation**
Commercial-level cooling technologies offer 24/7 performance with dependability.
-  **CISCO Compatible Display For Smarter Meetings**
The QB98R is fully compatible with Cisco WebEx® Room Kit products. Together, they create the ultimate video collaboration experience.
-  **Built-in Wi-Fi and Bluetooth**
In addition to HDMI 2.0, DVI and DisplayPort 1.2 connectivity, the QB98R also features built-in Wi-Fi and Bluetooth.
-  **Empower Secure and Remote Collaboration**
With the remote workspace connection, users are able to access content from a remote laptop or PC, enabling greater collaboration.

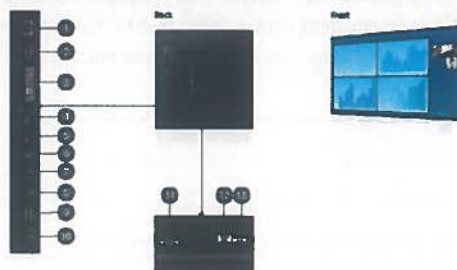
Contact Us: samsung.com/b2bdigitalsignage

Samsung QB98R UHD Commercial Display

Display			Typical
Display	Diagonal Size	Class	98"
	Type	Measured	975"
	Resolution		Edge-LR BLU
	Brightness (Typ.)		UH-D 3840 x 2160 (16:9)
	Contrast Ratio (Typ.)		350 nits
	Viewing Angle (H / V)		4000:1
	Response Time (5- to-G)		178 / 178
	Display Colors		6ms
	Color Gamut		14.7M
	Operation Hours		72%
Connectivity	Anti-Glare Panel		24/7
	Speaker Type		Yes
	Input	RGB	Built-in Speaker (10W + 10W)
	Video	RGB	DVI-D, DisplayPort 1.2 (1)
	HDCP	Video	HDMI 2.0 (2)
	Audio	HDCP	HDCP 2.2
	USB	Audio	Stereo Mini Jack, DVI, HDMI
	Output	RGB	USB 2.0 x 2
	External Control	Audio	HDMI 2.0 Loop-out
	External Sensor		Stereo Mini Jack
Power	W-Fi / Bluetooth		RS232C In/Out Thru Stereo Jack, RJ45
	Tuner		IR
	Type		Yes / Yes
	Power Supply		N/A
	Power Consumption	Max. / Typical / Standby Mode	Internal
			AC100 - 240V (+/-10%), 50/60 Hz
			528 / 57 / 480 W
			.05 W
Mechanical Specs	Dimensions	Set (W x H x D)	86.3" x 49.2" x 2.8" (with handle)
		Package (W x H x D)	86.3" x 49.2" x 2.9" (w/ handle)
	Weight	Set	98.43" x 63.70" x 32.07"
		Package	169.98 lbs.
	VESA Mount (mm)		329.37 lbs.
	Panel Width (mm)		900 x 600
	Operating Temperature		15.2" (Top, Side) 15.2" (Bottom)
	Operating Humidity		0°C - 40°C / 32°F - 104°F
			10 - 80%
Performance	Special	H/W	Temperature Sensor, Pivot Display, Clock Battery (Cell Hrs), Clock Keeping, Built-in Speaker (10W x2), Video Wall Delay Chain (HDCP 2.2/4/EA), W-Fi / Bluetooth
		S/W	Auto Source Switching and Recovery, LFD Home UI, Button Lock, Hot Key Option, Plug & Play (Initial Settings)
		Processor	Cortex A72 1.7GHz Quad-Core CPU
		On-Chip Cache	L3 Instruction Cache: 48KB
		Memory	L3 Data Cache: 32KB
		Cache	L2 Cache: 2MB
		Clock Speed	1.7GHz
		Main Memory	2.5GB
		Interface	LPDDR4 15GHz 64 bit
		Graphics	Graphic Resolution: 1920 x 1080
Accessories			Output Resolution: 3840 x 2160 (Scale Up From Graphic Processing Result)
Certification	Storage (PDM)		8GB (3.8GB Occupied by OS, 4.2GB Available)
	Multimedia		Video Decoder: MPEG-1/2/4, H.263, H.264/MVC, UHD H.264/MVC, VC-1, AVS+, HEVC, JPEG, PNG, VFP, VP9
	IO Ports		Audio Decoder: AAC (DD), MPEG
	Operating System		USB 2.0
			Thunder 4.0 (VOLHue)
Service	Included		Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries
	Optional	Mount	WMNPS005D

Connectivity

1. RJ45
2. USB 1
3. DVI / MagicInfo In
4. RS232C In
5. RS232C Out
6. DVI / HDMI / Audio In
7. HDMI In 1 (ARC)
8. HDMI In 2 (Daisy Chain In)
9. DP In (Daisy Chain In)
10. HDMI Out (Daisy Chain Out)
11. USB 2
12. Audio Out
13. IR In



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Samsung SMART Signage

QBR Series

Display any content in ultra-high definition with incredibly rich color on slim, efficient signage.

Through intelligent UHD upscaling technology, Samsung's QBR series performs edge restoration and noise reduction to deliver UHD picture quality even with lower resolution content. Backed by Tizen 4.0, the QBR series also provides reinforced capability with multiple web formats and secured protection. Additionally, its new slim design simplifies wall mounting and ensures seamless installation.

Highlights

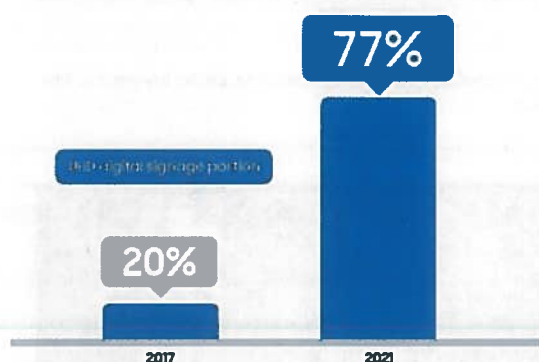
- Engage customers with lifelike images through ultra high-definition resolution
- Deliver UHD-level picture quality even with lower resolution content through Innovative UHD upscaling technology and unique picture-enhancing features
- Dynamic Crystal Color allows viewers to enjoy a wider spectrum of colors, up to one billion shades
- New symmetrical, slim design simplifies installation and complements any environment.
- Secure, PC-free operation through Knox and rigid three-layer protection

SAMSUNG

Industry trend

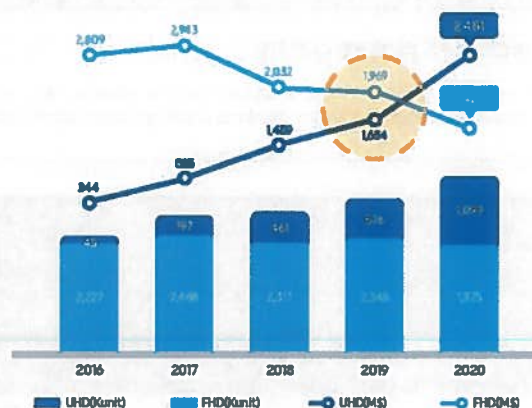
With visual display technology improving across devices, viewers have developed an ever-growing expectation for better picture quality. Additionally, the market has been flooded with a wide variety of color technologies and it's becoming increasingly important for businesses to have rich and vivid display capabilities. As UHD resolution continues to grow in popularity, it is essential for businesses to deliver superb picture quality for their customers. Low quality displays and signage can create negative perceptions of a business. While much content is still being produced at a lower resolution, through Intelligent UHD upscaling technology, Samsung's QBR series is able to upscale the low resolution content to UHD picture quality standards.

UHD resolution is must-have feature in the future



* Source : IHS '18.2Q Final+Forecast(S)

UHD sales forecasted to exceed FHD in 2019



* Source : IHS '18.2Q Final+Forecast

* Note : Standalone digital signage only

Consumer TVs, along with Commercial Lite and Hospitality TVs used for signage are excluded.

Why Samsung's QBR series?

Samsung's superior visual display technology has positioned them as the industry leader in the digital signage market for a decade¹ and Samsung brand having been No.1 in sales for 12 consecutive years in TV by IHS Markit². As an expert in picture quality in the display industry, Samsung is able to deliver best-in-class picture quality through their new QBR series. The signage provides rich and flawless colors, sleek and durable design, powerful performance through SSSP 6 and secured protection. Samsung's QBR series is also able to upscale the low resolution content to UHD picture quality. For commercial displays, this technology advancement means highly visible signage with unmatched accuracy to help capture the attention of potential customers. It also means savings both in cost and time for businesses who can produce content more inexpensively at a lower resolution and still display it in stunning UHD quality.

¹ Results based on IHS Technology report "Public Displays Market Tracker", 2009 - 2018.

Information is not an endorsement of Samsung. Any reliance on these results is at the third party's own risk.

² Results based on IHS Markit, Technology Group, TV Sets Intelligence Service - Premium, Annual Unit and Annual Revenue Basis, 2006 - 2017.

Information is not an endorsement of Samsung. Any reliance on these results is at the third party's own risk. Visit www.technology.ihs.com for more details.



Key features



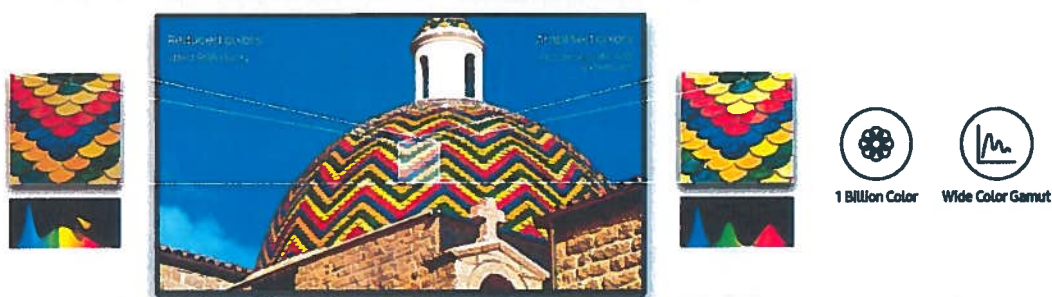
Incredible 4K picture quality

Samsung's new QBR series is able to capture customer attention by providing an incredibly clear picture, showcasing lifelike images and intricate details better than ever before thanks to ultra high-definition 4K resolution.



Intelligent UHD upscaling

Samsung's global leadership in display technology and picture quality spans more than a decade. Thanks to superior semi-conductor technology, Samsung has developed the powerful video processor available. Additionally, Intelligent UHD upscaling technology is a cutting-edge solution based on Samsung's proprietary UHD Processor that allows content developed at a lower resolution to be elevated to UHD-level quality. It also performs edge restoration and noise reduction to optimize on-screen text and imagery with crisp edges and fine detail.



Dynamic Crystal Color

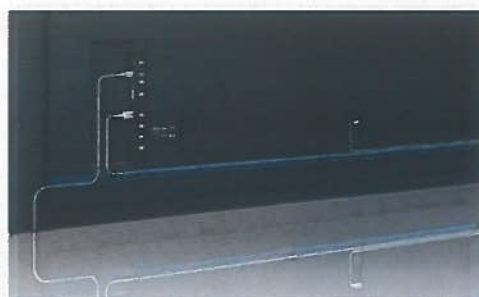
Dynamic Crystal Color is what brings the incredible, lifelike color to Samsung displays. Using 10-bit processing, the displays are able to showcase a wider spectrum of colors — up to a billion different shades — capturing subtle differences for flawless color expression, critical to businesses in ensuring brand consistency across communication channels. The QBR series also features HDR+ functionality that converts standard definition (SDR) content to HDR quality for sharper contrast and more vivid colors.

Key features



Slim and symmetrical design

The all-new slim and symmetrical design of the QBR series significantly simplifies wall mounting the display and ensures installation is a seamless process. The display's power inlet direction has been re-designed to sit flush against the wall. The new design sets guarantees a long life cycle ensuring the QBR series will stand the test of time.



Clean cable management

In a corporate or retail environment, the back of a display is often visible to customers. With the QBR series' new cable guide feature retailers can tuck messy cables away from view. This allows for a clean and more visually-appealing customer shopping experience.



Samsung Workspace secured by Knox

Samsung Workspace is a powerful new feature fortified by proprietary Knox security technology allowing users to create an enhanced virtual collaboration workspace without needing a PC in the room, or any physical connection. Simply connect a keyboard and mouse to the display and immediately get to work accessing a PC remotely or web-based cloud services such as Microsoft Office 365 and VMware Horizon.

* Samsung Workspace feature support may vary by region and market conditions.
* The scheduled availability of this feature varies by model.



Powerful, all-in-one solution

The Samsung SMART Signage Platform (SSSP) is an open-source, all-in-one solution embedded in Samsung SMART signage that simplifies installation and maintenance. With SSSP, there is no need for any external devices to communicate with the server or play digital media enjoying easy development, reinforced capability with multi-web formats, and secured protection.



Wi-Fi and Bluetooth built-in

The QBR series features a nearly endless range of business use-cases thanks to built-in Wi-Fi and Bluetooth. Wireless connectivity allows for personalized and interactive services including enabling integration with beacon technology in store, while also simplifying how businesses showcase content.

* Image is for illustrative purposes only, specific application or program may have to be developed for the depicted usage scenario.



EMC Class B



EPEAT registered

Industry standard certified

QBR displays are EMC class B compliant, providing a safe and healthy viewing environment by meeting strict standards of electromagnetic wave emission and assuring reliable operation even near other electronic equipment. The displays are also registered by EPEAT, the global ecolabel for IT, confirming the hardware is sustainable for the full product lifecycle, from design and production to energy use and recycling.

Specifications

Model			C8500	C8500E	C8500A	C8500B	C8500C
Panel	Diagonal Size	Class	43	49	55	65	75
		Measured	42.5	48.5	54.6	64.5	74.5
	Type		Edge LED BLU	Edge LED BLU	Edge LED BLU	Edge LED BLU	Edge LED BLU
	Resolution		UHD (3840 x 2160)	UHD (3840 x 2160)	UHD (3840 x 2160)	UHD (3840 x 2160)	UHD (3840 x 2160)
	Pixel Pitch (mm)		0.2451 x 0.2451	0.293 x 0.299	0.305 x 0.315	0.372 x 0.377	0.4295 x 0.4295
	Active Display Area		941.84 (H) x 529.14 (V)	1073.78 (H) x 604.00 (V)	1209.60 (H) x 680.41 (V)	1428.48 (H) x 803.52 (V)	1650.34 (H) x 928.26 (V)
	Brightness (Typ.)		350	350	350	350	350
	Contrast Ratio (Typ.)		4000:1	4000:1	4000:1	4000:1	4000:1
	Viewing Angle (H/V)		178/178	178/178	178/178	178/178	178/178
	Response Time (G to G)		8ms (Typ.)	8ms (Typ.)	8ms (Typ.)	8ms (Typ.)	8ms (Typ.)
	Display Colors		16.7M	16.7M	16.7M	16.7M	16.7M
	Color Gamut		92%	92%	92%	92%	92%
	Operation Hour		16/7	16/7	16/7	16/7	16/7
	Humidity		2%	2%	2%	2%	2%
Display	Dynamic C/R		MEGA	MEGA	MEGA	MEGA	MEGA
	H-Scanning Frequency		30 ~ 81KHz	30 ~ 81KHz	30 ~ 81KHz	30 ~ 81KHz	30 ~ 81KHz
	V-Scanning Frequency		48 ~ 75Hz	48 ~ 75Hz	48 ~ 75Hz	48 ~ 75Hz	48 ~ 75Hz
	Maximum Pixel Frequency		594MHz	594MHz	594MHz	594MHz	594MHz
Sound	Speaker Type		Built-In Speaker (10W x 10W)	Built-In Speaker (10W x 10W)	Built-In Speaker (10W x 10W)	Built-In Speaker (10W x 10W)	Built-In Speaker (10W x 10W)
	Channel		Dolby-D	Dolby-D	Dolby-D	Dolby-D	Dolby-D
Connectivity	INPUT	RGB					
		VIDEO	HDMI 2.0 (2)	HDMI 2.0 (2)	HDMI 2.0 (2)	HDMI 2.0 (2)	HDMI 2.0 (2)
		HDCP	HDCP 2.2	HDCP 2.2	HDCP 2.2	HDCP 2.2	HDCP 2.2
		AUDIO	Stereo Mini Jack, DVI/HDMI/Audio (Common)	Stereo Mini Jack, DVI/HDMI/Audio (Common)	Stereo Mini Jack, DVI/HDMI/Audio (Common)	Stereo Mini Jack, DVI/HDMI/Audio (Common)	Stereo Mini Jack, DVI/HDMI/Audio (Common)
	OUTPUT	USB	USB 2.0 x 2	USB 2.0 x 2	USB 2.0 x 2	USB 2.0 x 2	USB 2.0 x 2
		RGB	N/A	N/A	N/A	N/A	N/A
		VIDEO	N/A	N/A	N/A	N/A	N/A
		AUDIO	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack
	EXTERNAL CONTROL	Power Out	N/A	N/A	N/A	N/A	N/A
		USB	N/A	N/A	N/A	N/A	N/A
		EXTERNAL SENSOR	RS232C (In/Out) thru stereo jack, RJ45	RS232C (In/Out) thru stereo jack, RJ45	RS232C (In/Out) thru stereo jack, RJ45	RS232C (In/Out) thru stereo jack, RJ45	RS232C (In/Out) thru stereo jack, RJ45
		IR	IR	IR	IR	IR	IR
	Type	Internal	Internal	Internal	Internal	Internal	Internal
		Power Supply	AC100 ~ 240 V ~ (4 ~ 10 %), 50/60 Hz	AC100 ~ 240 V ~ (4 ~ 10 %), 50/60 Hz	AC100 ~ 240 V ~ (4 ~ 10 %), 50/60 Hz	AC100 ~ 240 V ~ (4 ~ 10 %), 50/60 Hz	AC100 ~ 240 V ~ (4 ~ 10 %), 50/60 Hz
Power	Power Consumption	Max(W/H)	110	138	143	181.5	231
		Typical(W/H)	67	103	108	128	150
		Rating(W/H)	100	125	130	165	210
		BTU (Max)	375.1	450.6	482.6	618.9	787.7
		Sleep mode	0.5	0.5	0.5	0.5	0.5
		Off mode	N/A	N/A	N/A	N/A	N/A
Mechanical Spec	Dimension (mm)	Set	965 x 552 x 48.3	1099.2 x 631.5 x 46.3	1235.1 x 702.9 x 46.3	1453.9 x 831.0 x 46.3	1681.1 x 940.9 x 49.7
		Package	1095 x 676 x 51	1247 x 772 x 152	1402 x 858 x 145	1611 x 975 x 185	1871 x 1272 x 223
	Weight (kg)	Set	10	13.5	18.1	24.9	38.5
		Package	13.3	18	23.6	33.3	49
	VESA Mount		200 X 200	200 X 200	200 X 200	400 X 400	400 X 400
	Protection Glass		N/A	N/A	N/A	N/A	N/A
Operation	Stand Type		Foot Stand (Optional)	Foot Stand (Optional)	Foot Stand (Optional)	No	No
	Base Width (Top/Bottom) (mm)		9.2mm (L) x 9.2mm (B)	9.2mm (L) x 9.2mm (B)	9.2mm (L) x 9.2mm (B)	9.2mm (L) x 9.2mm (B)	11.5mm (L) x 11.5mm (B)
	Operating Temperature		0°C ~ 40°C	0°C ~ 40°C	0°C ~ 40°C	0°C ~ 40°C	0°C ~ 40°C
	Humidity		10 ~ 80%	10 ~ 80%	10 ~ 80%	10 ~ 80%	10 ~ 80%
Feature	Key		UHD Signage Display Slim & Light Signage with Built-In Magnifying Glass, 55SP-6.0 Temperature Sensor (Phet. Display, Clock Battery (168hrs Clock Keeping), Built-In Speaker (10W x 2ch), IPS Rating, W-FRST	UHD Signage Display Slim & Light Signage with Built-In Magnifying Glass, 55SP-6.0 Temperature Sensor (Phet. Display, Clock Battery (168hrs Clock Keeping), Built-In Speaker (10W x 2ch), IPS Rating, W-FRST	UHD Signage Display Slim & Light Signage with Built-In Magnifying Glass, 55SP-6.0 Temperature Sensor (Phet. Display, Clock Battery (168hrs Clock Keeping), Built-In Speaker (10W x 2ch), IPS Rating, W-FRST	UHD Signage Display Slim & Light Signage with Built-In Magnifying Glass, 55SP-6.0 Temperature Sensor (Phet. Display, Clock Battery (168hrs Clock Keeping), Built-In Speaker (10W x 2ch), IPS Rating, W-FRST	UHD Signage Display Slim & Light Signage with Built-In Magnifying Glass, 55SP-6.0 Temperature Sensor (Phet. Display, Clock Battery (168hrs Clock Keeping), Built-In Speaker (10W x 2ch), IPS Rating, W-FRST
		H/W	Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)	Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)	Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)	Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)	Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)
		S/W	Coreltx A71 7GHz Quad-Core CPU	Coreltx A71 7GHz Quad-Core CPU	Coreltx A71 7GHz Quad-Core CPU	Coreltx A71 7GHz Quad-Core CPU	Coreltx A71 7GHz Quad-Core CPU
		Processor	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB 17GHz	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB 17GHz	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB 17GHz	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB 17GHz	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB 17GHz
	Internal Player (Embedded H/W)		2.5GB LPDDR4 1.5GHz 64bit	2.5GB LPDDR4 1.5GHz 64bit	2.5GB LPDDR4 1.5GHz 64bit	2.5GB LPDDR4 1.5GHz 64bit	2.5GB LPDDR4 1.5GHz 64bit
		Graphics	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.) 8GB (3.88GB Occupied by OS, 4.12GB Available)	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.) 8GB (3.88GB Occupied by OS, 4.12GB Available)	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.) 8GB (3.88GB Occupied by OS, 4.12GB Available)	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.) 8GB (3.88GB Occupied by OS, 4.12GB Available)	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.) 8GB (3.88GB Occupied by OS, 4.12GB Available)
		Storage (PDA)					
		Storage (PDA)					
	Multimedia		*Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+ HEVC, JPE, PNG, VPS, VP9 *Au- dio Decoder: AC3 (DOLBY), MPEG	*Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+ HEVC, JPE, PNG, VPS, VP9 *Au- dio Decoder: AC3 (DOLBY), MPEG	*Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+ HEVC, JPE, PNG, VPS, VP9 *Au- dio Decoder: AC3 (DOLBY), MPEG	*Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+ HEVC, JPE, PNG, VPS, VP9 *Au- dio Decoder: AC3 (DOLBY), MPEG	*Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+ HEVC, JPE, PNG, VPS, VP9 *Au- dio Decoder: AC3 (DOLBY), MPEG
		IO Ports	USB 2.0	USB 2.0	USB 2.0	USB 2.0	USB 2.0
		Operating System	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)
		Operating System	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)	TIzen 4.0 (VIO Linux)
Certification	Safety		60950-1	60950-1	60950-1	60950-1	60950-1
	EMC		Class B	Class B	Class B	Class B	Class B
Accessories	Included	Environment	ENERGY STAR 2.0 (USA)	ENERGY STAR 2.0 (USA)	ENERGY STAR 2.0 (USA), EPEAT	ENERGY STAR 2.0 (USA), EPEAT	ENERGY STAR 2.0 (USA), EPEAT
		Stand	Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Warranty Card, Power Cord, Remote Controller, Batteries
		Mount	STN-LA355F	STN-LA355F	STN-LA355F	STN-LA355F	STN-LA355F
		Media Player	WMM-0275E	WMM-0275E	WMM-0275E	WMM-0275E	WMM-0275E

About Samsung Electronics Co., Ltd.

Samsung Electronics Co., Ltd. inspires the world and shapes the future with transformative ideas and technologies. The company is redefining the worlds of TVs, smartphones, wearable devices, tablets, cameras, digital appliances, medical equipment, network systems, and semiconductor and LED solutions. For the latest news, please visit the Samsung Newsroom at news.samsung.com.

SMART Signage

For more information about Samsung SMART Signage QBR Series Displays, visit www.samsung.com/business or www.samsung.com/displaysolutions

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Samsung Electronics Co., Ltd.
416, Maetan 3-dong, Yeongtong-gu, Suwon-si, Gyeonggi-do 443-772, Korea

2019-09

The Samsung logo, consisting of the word "SAMSUNG" in a bold, blue, sans-serif font.

Audio/Visual Upgrade of the Council Chambers and Conference Rooms 3 and 5

Fund No. Allocated Funds	Prior Budget Allocation from Reserves			Recommended Budget Allocation			Adjusted Allocation for FY 2021
	Amount	Indirect Rate	Share of Total Cost	Amount	Indirect Rate	Share of Total Cost	Increase (Decrease)
100 GENERAL FUND	\$ 104,267	4.91%	69.51%	\$ 194,471	5.75%	69.51%	\$ 90,205
200 CITY ADMINISTRATIVE SERVICES	33,699	5.59%	22.47%	62,853	6.55%	22.47%	29,154
205 BILLING AND COLLECTION FUND	5,970	2.06%	3.98%	11,135	2.41%	3.98%	5,165
800 ELECTRIC FUND	4,027	0.17%	2.68%	7,510	0.19%	2.68%	3,484
820 WATER FUND	871	0.15%	0.58%	1,625	0.17%	0.58%	754
840 CITY SEWER OPERATIONS FUND	1,166	0.16%	0.78%	2,175	0.19%	0.78%	1,009
Total	\$ 150,000	1.64%	100.00%	\$ 279,770	1.92%	100.00%	\$ 129,770

Notes:

1. Prior budget amount represents share of reserves in the Building Maintenance internal service fund (208), attributed to allocated funds.



AGENDA SUMMARY REPORT

SUBJECT: Award Contract for the Roof Replacement at the Grace Hudson Museum, Spec. No. 20-10, and Approve Corresponding Budget Amendment If Necessary.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. ASR - 08052020-Museum Roof
2. Spec 20-10 Museum Roof Replacement - FINAL

Summary: Council will consider awarding a contract for the Roof Replacement at the Grace Hudson Museum, Specification No. 20-10, and approving corresponding budget amendment if necessary.

Background: On August 5, 2020, Council approved the plans and specifications for the Museum Roof Replacement Project, Specification No. 20-10. Please refer to Attachment 1 for a copy of the staff report that includes the history of the roof replacement, and Attachment 2 for a copy of the plans and specifications.

Following the approval, the Bid Notice was released on August 6, 2020 to all bidders registered on the City's Qualified Bidder's List with a C39-Roofing Contractor's license, Builders Exchanges, and other interested local roofing contractors. The Bid Notice was advertised in the Ukiah Daily Journal, as well as posted on the City website, along with the plans and specifications. The bid opening is scheduled for 2:00 p.m., Tuesday, September 1, 2020.

On August 19, 2020 a Non-Mandatory Pre-Bid Meeting was held at the project site, with six (6) companies in attendance.

Discussion: With a bid opening scheduled for 2:00 p.m., September 1, 2020, staff will be submitting a supplemental memo to Council with an award recommendation for consideration in time for the September 2, 2020 Council Meeting. The memo will be accompanied by the bid tabulation, and a copy of the lowest, responsible bidder's bid documents.

The 2020/2021 fiscal year adopted budget for this project is \$350,000. The Architect's budgetary estimate for this work is \$390,000, so it is anticipated that a budget amendment may be required. The financing source for the project will be the Series 2020A Lease Revenue Bonds approved by Council at the August 19, 2020 meeting, and are anticipated to be issued in the next few months. Additionally, the Museum Endowment has committed \$60,000 (\$30,000 per year for two years) to assist in the debt service payments.

Recommended Action: Award contract for the Roof Replacement at the Grace Hudson Museum, Spec. No. 20-10, and approve corresponding budget amendment if necessary.

BUDGET AMENDMENT REQUIRED: TBD

CURRENT BUDGET AMOUNT: 10022700.80220.18021: \$350,000

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: Bond Proceeds, Museum Endowment

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Burton, Museum Director; Thomas Hise, Architect

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the Museum Roof Replacement Project, Specification No. 20-10, and Authorize Staff to Issue the Request for Bid.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Spec 20-10 Museum Roof Replacement

Summary: Council will consider approving plans and specifications for the Museum Roof Replacement Project, Specification No. 20-10, and authorize staff to issue the Request for Bid.

Background: Beginning in 2016, it has been acknowledged by both City Staff and City Council that the roof at the Grace Hudson Museum is failing and in need of replacement. Since that time, two separate bid attempts were made without receiving bids.

In May of 2016, Specification 16-03 was released without receiving any bids. As per the California Uniform Cost Accounting Act, when not receiving bids using the formal or informal bidding process, you are allowed to proceed with negotiated contract, which Staff did at that time. The proposals received came in much higher than was thought reasonable. Participating contractors had some suggested revisions to the specifications to save costs. It was decided to revise the specifications and rebid. At the time, patchwork repairs were adequate to get the Museum safely through the following winter.

In April of 2017, Staff released Specification 17-05. No bids were received. Staff again attempted to proceed with a negotiated contract, resulting in proposals even higher than before making the project unaffordable.

In the meantime, the roof continues to deteriorate, and patchwork repairs are no longer adequate, as was experienced this past winter when significant leaking occurred. Additionally, the leaking roof is also affecting the integrity of the glulam beams that provide the support to the roof. Temporary shoring and repair of the beams took place earlier this year, but it is imperative that the roof is replaced sooner than later, as it has been determined a major contributing factor in their continuing deterioration.

Discussion: Architect Thomas Hise was hired as a consultant to the City to inspect and prepare repair recommendations for the Museum's glulam beams, as their deterioration was becoming a growing safety concern. Once a temporary solution was identified, it led to revisiting the roof replacement issue.

City Staff requested that Mr. Hise evaluate alternate cost-effective roof replacement solutions, including the option of utilizing the existing metal roof panels, in addition to evaluating composition shingle versus metal roofing material. The following is a summary of his findings:

1. Using the existing metal roof panels: Budgetary estimate of \$242,000. No warranty available.
2. Composite shingle roof: Budgetary estimate of \$203,000. Standard manufacturer's warranty for

composition shingles is for material replacement only, no workmanship covered, and materials pro-rated after ten (10) years. One manufacturer was found to provide a "platinum protection" option including materials and installation only for fifty (50) years, and coverage reduced as pro-rated after twenty-five (25) years. No coverage other than their product.

3. Standing seam metal roof: Budgetary estimate of \$390,000. A 30-year "No-Dollar-Limit" warranty will cover all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship.

Final recommendation from Mr. Hise was that, given the priceless contents of the Grace Hudson Museum, and the warranty available, that the standing seam metal roof would provide the most protection against the potential ravages of weather and fire. The second option would be the composite roof material.

Staff has carefully reviewed the result of this study, discussed with key stakeholders, including the Museum Endowment Board, and as a result, agree with Mr. Hise's recommendation of using standing seam metal roof material for the roof replacement. Considering warranty options, as well as durability, this direction would present the best value for the City. Furthermore, after consultation with Mr. Hise, it was determined that the temporary repairs to the glulam beams are holding well and no further work is necessary as long as the beams are protected by the new roofing.

Consequently, Staff is presenting the plans and specifications for the Museum Roof Replacement Project, Specification 20-10 (Attachment 1) for your review and approval, that call-out for the standing seam metal roof. The Architect is still researching the option of insulated roof panels versus insulation installation in the attic. If the result of that assessment is to use insulated roof panels, the specifications will need to be modified by addendum after its release, as we don't anticipate the report being completed in time. If the recommendation is insulation installed in the attic, that work would be performed under a separate contract.

If approved as Staff recommends, the bid documents will be immediately released for bidding, with an anticipated Council contract award at the beginning of September.

The adopted budget for the 20/21 fiscal year was \$350,000 for this project. This included a corresponding budgeted off-set revenue source representing that the project is to be financed. The financing facility will be subject to Council approval at a later date with the final amount to correspond with the awarded bid. Additionally, the Grace Hudson Museum Endowment has committed \$60,000 to the project and supports the immediate replacement.

Recommended Action: Approve the plans and specifications for the Museum Roof Replacement Project, Specification No. 20-10, and authorize staff to issue the Request for Bid.

BUDGET AMENDMENT REQUIRED: Not at this time.

CURRENT BUDGET AMOUNT: 10022700.80220.18021: \$350,000

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: TBD

PREVIOUS CONTRACT/ORDER NO.: N/A

COORDINATED WITH: Thomas Hise, Architect; David Burton, Museum Director; Maya Simerson, Interim Community Services Administrator; Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM
SPECIFICATION NO. 20-10

NON-MANDATORY PRE-BID MEETING
11:00 a.m., Wednesday, August 19th, 2020
Grace Hudson Museum
431 South Main Street
Ukiah, California 95482

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Tuesday, September 1, 2020
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE – MAYOR
JUAN OROZCO – VICE-MAYOR
JIM BROWN – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITY SERVICES
AUGUST 2020

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR THE ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM
SPECIFICATION NO. 20-10

NOTICE IS HEREBY GIVEN that sealed standard proposals for the ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM will be received at the Office of the City Clerk, Ukiah Civic Center **Annex** – located at **411 West Clay Street**, Ukiah, California until 2:00 p.m. on Tuesday, September 1, 2020. Bids shall be addressed to the City Clerk and shall be endorsed ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM. **DUE TO THE CITY'S CURRENT CLOSURE TO THE PUBLIC BECAUSE OF THE COVID-19 EPIDEMIC**, bids that are HAND DELIVERED must be placed in the Night Drop Box located to the right of the front doors of the Ukiah Civic Center Annex, at the address listed above. As soon thereafter as possible, the bids will be publicly opened via live streaming at <http://www.cityofukiah.com/meetings/> and read. Bids are required for the entire work described herein. No fax bids will be accepted.

The work consists of all labor, equipment and materials to replace the existing roof with a standing seam metal roof at the Grace Hudson Museum, located at 431 South Main Street in Ukiah, California.

A NON-MANDATORY PRE-BID MEETING will be held at 11:00 a.m. on Wednesday, August 19, 2020, meeting outside the Grace Hudson Museum at 431 South Main Street, Ukiah, California 95482. *Social distancing will be mandatory, and maintained through the course of the meeting.*

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. 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, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a). 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 DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director 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 for the City of Ukiah. Copies of his General Prevailing Wage Determination 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 C39 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: August 6, 2020



Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: August 13, 2020

INSTRUCTIONS TO BIDDERS

The ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM 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 or 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 ninety (90) 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 non-mandatory pre-bid conference will be held at 11:00 a.m., Wednesday, August 19, 2020 meeting outside the Grace Hudson Museum, located at 431 South Main Street, Ukiah, California 95482, 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. *Social distancing will be mandatory, and maintained through the course of the meeting. 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.

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. Each bidder shall visit the site of the proposed work and fully acquaint himself 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. 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 Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, 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.

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. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

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, Financial Services Manager

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 the Grace Hudson Museum, 431 South State Street, Ukiah, California.

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 observe 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.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

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. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. 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.

3-09. 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: \$2,000,000 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, 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 guaranteed 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 observation 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. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a, For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed

rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. 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.

Except as otherwise expressly provided by law, 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. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. 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 of all labor, equipment and materials to replacing the existing roof with a standing seam metal roof at the Grace Hudson Museum, located at 431 South Main Street in Ukiah, California.

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 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. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

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.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, 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 and Project Drawings. Please refer to Appendix A and B.

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 6-02. Office at the Site
- (2) 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:

No amendments.

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?...

- o **Proposal** (Page 28)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- o **Fair Employment Practices Certification** (Page 31)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 32)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 33)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 34)
 - Filled out completely per instruction
- o **Statement of Experience** (Page 35)
- o **Signature of Bidder** (Page 36)
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond** (Page 37)
 - Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 38)
 - Filled out completely per instruction
 - Notarized
- o **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.
- o **Additional Documentation to be Submitted with Bid:**
 - Standing Seam Metal Roof Manufacturer Material Cut Sheets for roofing material being proposed.
 - Standing Seam Metal Roof Manufacturer Warranty
 - Manufacturer's Statement regarding Roofer Certification

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM**

Specification No. 20-10

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: _____

SPEC #:

20-10

PROJECT NAME:

ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM

BASE BID

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	All material, equipment, labor and incidentals of any kind to replace the roof at the Grace Hudson Museum as per these specifications.	LS	1	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 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, and phone number:

By: _____

Print Name: _____

Company Name: _____ Address: _____

City: _____ Zip: _____ Phone #: _____

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.

Corporations:

Address of principal office: _____

Name and address of President: _____

Name and address of Secretary: _____

Name and address of 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.

ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM

By _____
(Signature of Bidder)

Business Name: _____

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_____

By _____
(Signature of Bidder)

Business Name: _____

Business Mailing 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.

Witness my hand this _____ day of _____, 20____

By _____
(Signature of Bidder)

Business Name: _____

Business Mailing Address: _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

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. *Please refer to "Bid Submittal Checklist" for additional submittals needed to accompany bid documents.*

[illegible]

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 September 1, 2020 for ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM.

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 ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM 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

ROOF REPLACEMENT AT THE GRACE HUDSON MUSEUM

Specification No. 20-10

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 ninety (90) 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:

_____(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

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 ENDORSEMENT

FOR _____ 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: _____

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

*FOR
RE-ROOFING
OF THE*

CITY OF UKIAH GRACE HUDSON MUSEUM

*431 SOUTH MAIN STREET
UKIAH, CA 95482*

PROJECT COORDINATOR

*MARY HORGER / PROCUREMENT MANAGER
FINANCE AND PURCHASING DIVISION
CITY OF UKIAH
411 WEST CLAY STREET, UKIAH, CA 95482
(707) 463-6233
mhorger@cityofukiah.com*

ARCHITECT

*THOMAS HISE ARCHITECTS2
580 VICHY HILLS DRIVE
UKIAH, CA 95482*

*Thomas Hise Architect
(707) 744-1921
hiseaia@pacific.net*

DATE

July 27, 2020

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06100 Miscellaneous Carpentry

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07510 Roofing – Built-Up

07620 Flashing & Sheet Metal

DIVISION 2 – SITEWORK

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 CONDITIONS AND REQUIREMENTS

A. Refer to Division 1 - General Requirements.

1.02 DESCRIPTION

A. This Section describes the requirements for Selective Demolition and removal of portions of the existing building to accommodate new Work under other Sections, including, but not limited to eaves, fascias, overhangs, and soffits (as needed), and to any existing non-functioning and/or abandoned roof equipment and penetrations.

B. Removal of the existing Cor-Ten "Bermuda Style" metal panel roofing, patching and repair of all fungus or water damaged wood structure, and all unforeseen related demolition and repairs work (as needed).

C. Related Work

1. Metal Roofing Panels: Section 07410
2. Miscellaneous Carpentry: Section 06100
3. Flashing and Sheet Metal: Section 07620

1.03 QUALITY ASSURANCE

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain, demolished materials shall become the Contractor's property, and shall be removed from Project Site.

1.03 PROJECT CONDITIONS

A. The City of Ukiah will not be occupying the Museum building or the immediate area of this Work. However, the Contractor shall provide not less than seventy-two (72) hours written notice to the Architect and the City of Ukiah's Project Manager, activities that will impact the security of the Museum or it's contents, beyond the Contractor's normal working hour.

B. Access: The Contractor shall maintain access to the unaffected areas of the site, and other adjacent facilities.

1. The Contractor shall not close or obstruct, unoccupied facilities without written permission from the City of Ukiah.
2. Utility Service: The Contractor shall maintain existing utilities and protect them against damage during Selective Demolition operations, especially fire suppression and security systems, including fences and gates currently securing the property.

PART 2 - PRODUCTS

2.01 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for repair of exposed surfaces, use materials that visually match existing adjacent surfaces, to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 – EXECUTION

Selective Demolition
Grace Hudson Museum Re-Roof Project
431 South Main Street, Ukiah
Page 02070 - 1

3.01 EXAMINATION OF EXISTING CONDITIONS

- A. *The Contractor shall survey the existing conditions of the site, and correlate with requirements indicated in the Construction Documents, to determine extent of Selective Demolition required.*
- B. *Where unanticipated mechanical, electrical, or structural elements conflict with intended function or design are encountered, investigate and document the nature and extent of conflict, and promptly submit a written report to the Architect for clarification on how to proceed with the Work.*
- C. *Perform surveys as the Work progresses to detect possible hazards resulting from Selective Demolition activities, and report to the Architect for clarification on how to proceed with the Work.*

3.02 PREPARATION

- A. *Site Access and Temporary Controls: Conduct Selective Demolition and debris-removal operations to ensure minimum interference with other areas of the site, including, streets, walks, walkways, and other adjacent occupied facilities, or the occupants of neighboring properties.*
- B. *Protect existing site improvements, appurtenances, and landscaping, not part of this Work, and scheduled to remain.*
- C. *Provide protection to ensure the safe passage of people around Selective Demolition activities, and to other areas of the Project site.*

3.03 SELECTIVE DEMOLITION

- A. *General: Remove existing metal roofing panels and any damaged existing construction, only to the extent required to accommodate new Work, and as indicated in the Construction Documents. Use methods required to complete the Work, within limitations as follows:*
 - 1. *Remove and palletize existing metal roofing panels and all related trim and attachments, and secure in the Parking Area as agreed upon by the Architect and the City of Ukiah.*
 - 2. *Remove decayed, vermin or fungus-infested, or otherwise dangerous or unsuitable materials, and promptly dispose of off-site.*
 - 3. *Remove all such materials, and lower to ground by methods suitable to avoid free fall, and to prevent ground impact or dust generation.*
 - 4. *Dispose of demolished items and materials promptly.*
 - 5. *Return elements of construction and surfaces that are to remain, to their condition existing prior to any Selective Demolition operations.*
- B. *For all removed and reinstalled items, the Contractor shall comply with the following:*
 - 1. *Clean and repair items to functional condition and adequate for the intended re-use. Paint equipment to match new equipment.*
 - 2. *Protect items from damage during transport and storage.*
 - 3. *Reinstall items in locations indicated on the Construction Documents, and comply with the installation requirements for new materials and equipment.*
 - 4. *Provide connections, supports, and miscellaneous materials necessary to make re-use items functional for the use indicated in the Construction Documents, or that can reasonably be inferred.*
- C. *Existing Items to Remain: Protect construction indicated to remain, against damage and soiling during Selective Demolition activities. When permitted by the Architect, items may be moved to a suitable, protected storage location, during Selective Demolition, until reinstalled in their original locations after Selective Demolition operations are complete.*

D. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris, caused by Selective Demolition operations. Return adjacent areas to condition existing prior to Selective Demolition operations.

3.04 PATCHING AND REPAIRS

A. General: Promptly repair all damage to adjacent construction caused by Selective Demolition operations.

B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Finishes: Restore exposed finishes of patched areas or areas damaged by construction, and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Disposal: Transport demolished materials off the City of Ukiah's property and legally dispose of them.

END OF SECTION

DIVISION 6 - WOOD & PLASTICS

SECTION 06100 – MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.01 CONDITIONS AND REQUIREMENTS

A. Refer to Division 1 - General Requirements.

1.02 DESCRIPTION

A. This Section includes all Miscellaneous Carpentry required to complete this Work as required and specified in the Construction Documents.

B. Carpentry includes, but is not limited to selective demolition and rebuilding of the existing roof eaves, soffits, and fascia, as needed to accommodate new Work. Also, for tear-off and replacement of plywood and other roof and decking material as needed. This Work will be completed at a fixed material and/or hourly rate as agreed to as part of this contract.

C. Related Work:

- 1. Selective Demolition: Section 02070*
- 2. Roofing: Section 07410*
- 3. Flashing and Sheet Metal: Section 07620*

1.03 REFERENCE DOCUMENTS

A. Governing Documents, include:

- 1. American Society of Testing and Materials (ASTM) "ASTM Standards in Building Codes."*
- 2. West Coast Lumber Inspection Bureau's (WCLIB) "Standard Grading Rules"*

B. Guideline Standards for Quality of Work:

- 1. "National Design Specification for Wood Construction (NDS)"*
- 2. American National Standard Institute (ANSI)*

PART 2 – PRODUCTS

2.01 MATERIALS

A. Wood: The following shall apply:

- 1. Framing Lumber: (S4S) Douglas Fir, No. (2) & Better grade, (19%) moisture content maximum.*
- 2. Fascia & Soffit Trim Boards: Redwood, kiln dried, clear heart or better. Match existing sizes and profiles.*

B. Fasteners: The following shall apply:

- 1. Vinyl coated nails shall be used for weather protected framing conditions.*
- 2. Hot dipped galvanized or stainless nails shall be used for all exterior weather exposed locations.*
- 3. Construction Adhesive: Dap Latex Construction and Sub-Floor Adhesive, or owner approved equal.*

PART 3 EXECUTION

3.01 CARPENTRY GENERAL

A. Carpentry shall be done by competent workmen, experienced in Work of the types specified herein, and in accordance with the best standards of carpentry practice.

B. Workmanship: Fit members closely, set accurately to required lines and levels, and secure rigidly in place. Set horizontal and inclined members with crown edge up. Bolt, nail, and spike thoroughly with not less than sizes and quantities

*Miscellaneous Carpentry
Grace Hudson Museum Re-Roof Project
431 South Main Street, Ukiah
Page 06100 - 1*

required to conform to Chapter 23 of the California Building Code (CBC), and provide full contact at all bearing surfaces for structural members.

- C. Verify all conditions at the Project site, effecting the Work. Coordinate carpentry with rough-ins and installations under other sections Work applying to this Project.*

3.02 FINISH CARPENTRY GENERAL

- A. Completed exposed Work shall be free of dents and tool marks, un-sanded or rough faces (unless scheduled to be so), or other detracting appearance defects and issues.*
- B. Care should be taken to match existing finish appearance, with tight mitre and butt joints.*
- C. Set and putty all nail heads, and prep for painting or specified finishes, unless scheduled to be natural finish.*

END OF SECTION

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION 07410 – METAL ROOFING PANELS: STANDING SEAM

PART 1 GENERAL

1.01 CONDITIONS AND REQUIREMENTS

A. Refer to Division 1 - General Requirements.

1.02 DESCRIPTION

A. This Section describes the requirements for installing Standing Seam Metal Roofing Panels as required by the Construction Documents for Work of this Contract.

B. Furnish and install all Metal Roofing Panels and accessories as required and specified for a complete and weatherproof installation

C. Related Work

1. Selective Demolition: Section 02070

2. Miscellaneous Carpentry: Section 06100

3. Flashing and Sheet Metal: Section 07620

1.03 QUALITY ASSURANCE

A. Metal Roofing Panels shall carry Underwriter's Laboratory (UL) Labels.

1. UL 790, Class A Fire Resistance.

2. UL 997, Wind Resistance.

B. Install to meet requirements of Manufacturer's published specifications & instructions. Do not install underlayment or roofing on wet surfaces.

1.04 PRODUCT WARRANTY

A. Product Minimum Warranty:

1. The Roof Panel Manufacturer further warrants that the roof system will not leak due to manufacturing defects or defective workmanship by the installation contractor.

2. The Roof Panel Manufacturer will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur with thirty (30) years from the final completion date, with no dollar cost limit to the Owner.

3. The Roof Panel Manufacturer further warrants that the panel materials and coatings will not rupture, perforate, or fail structurally under normal atmospheric conditions and that the fluorocarbon finish will not peel or blister.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in sealed packages, with Manufacturer's labels intact and legible.

2. Store materials in accordance with the Manufacturer's directions and under cover to prevent damage and contamination.

1.05 SUBMITTALS

A. Product Data: Submit product data, test reports, and certifications, in accordance with quality assurance and performance requirements specified herein.

B. Design Load Evaluation: Submit Manufacturer's design load calculations in according to ASCE-7, Method-2, for components and cladding. In no case shall the design loads be less than specified herein.

*Metal Roofing Panels
Grace Hudson Museum Re-Roof Project
431 South Main Street, Ukiah
Page 07410 - 1*

- C. *Dead Load Evaluation:* Provide documentation from a licensed Structural Engineer of a structural evaluation for the roof structure and it's suitability for the new imposed roof loads per CBC.
- D. *Shop Drawings:* Prepare shop drawings specifically for this Project, showing dimensions of Metal Roofing Panels and accessories, fastening details, and connections with other products.
- E. *Selection Samples:* Submit samples for each finish product specified, with actual color and textures, and a min/max of (6") square.
- F. *Manufacturer's Certificates:* Certify that products meet or exceed specified requirements.
- G. *Closeout Submittals:*
 - 1. Provide Manufacturer's maintenance of installed system.
 - 2. Provide executed copy of Manufacturer's warranty.

PART 2 PRODUCTS

2.01 MATERIALS

- A. *Metal Standing Seam Roof Panels:* R-Mer by the Garland Company Inc. or Architect and City of Ukiah approved equal. Garland Company Inc. Contact Info: 3800 E 91 Street, Cleveland OH 44105 Phone 800-321-9336
 - 1. *Dimensions:* (1") T-seam & (18") wide panels.
 - 2. (2-3/8") high mechanically seamed with factory installed hot melt sealant in-seam cap, with (4) layers of metal surrounding anchor clips.
 - 3. *Panel Profile:* Flat panel between standing seams typical.
 - 4. *Panel Material:* Aluminum (3105-H14) alloy, smooth per ASTM B-209, & (.040") thickness,
 - 5. *Flashing & Flat Stock:* Material to be fabricated in profiles as indicated in the Shop Drawings, and of the same material and thickness as the roof system.
 - 6. *Accessory Components:*
 - a. *Anchor Clips:* Concealed (16) gauge Stainless steel (316L)
 - b. *Gable Anchor Clips:* (same)
 - c. *Concealed Fasteners:* Corrosion resistant steel (zinc plated or stainless steel), designed to meet or exceed design loads.
 - d. *Exposed Fasteners:* Stainless steel (410) series and shall be factory painted to match panel color.
 - e. *Closures:* Factory pre-cut closed cell foam meeting ASTM D-1056 or 3575, enclosed in metal channels matching panel.
 - f. *Misc Fasteners:* Provide as needed to complete installation.
- B. *Accessories*
 - 1. *Underlayment:* R-Mer Seal 40 mil high temp self adhesive membrane, installed per Manufacturer's recommendations.
 - 2. *Barrier Boards:* Gypsum wallboard (1/2") protective barrier with Class-A fire rating over deck surfaces.
 - 3. *Bearing Plates:* Galvanized steel (3" x 5" x 16 ga), pre-punched with a hole pattern matching panel anchors clips. Slotted holes acceptable.
 - 4. *Sealant-Concealed:* Use non-curing Butyl Sealant Schnee-Morehead Inc SM5430 Acryl-R or approved equal.
 - 5. *Sealant-Exposed:* Use UV resistant Tripolymer-Geocel Corp 2300 or equal.
- C. *Edge Treatment:*
 - 1. R-Mer Edge Coping.
 - 2. R-Mer Snap-On Fascia.
- D. *Design Standards:*
 - 4. Capable of withstanding expansion and contraction by temperature without buckling or producing or producing excess stress on the structure, fasteners, or reducing performance.

Metal Roofing Panels
Grace Hudson Museum Re-Roof Project
431 South Main Street, Ukiah
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5. *Design Temperature differential shall not be less than (200) degrees fahrenheit.*
6. *Panel clips shall provide for unlimited thermal movement in the longitudinal direction.*
7. *Panels rigid connections shall be at the roof ridge unless otherwise approved in advance by the Architect.*
8. *Design Wind Load Capacity: Per calculations provided by the Architect and his Structural Engineer at time of Bidding.*
- E. *Color: To be selected by the Architect and City of Ukiah, from R-Mer Standard Color Collection*
- F. *Venting: Use R-Mer vent components at the ridge and eaves.*

2.02 QUALITY ASSURANCE

- A. *Roofing Manufacturer shall have in place, a documented standardized quality control program such as ISO-9001 approval.*
- B. *Installer shall be certified and approved by the Roofing Manufacturer.*
- C. *Mock-Up: Contractor shall provide a mock-up for evaluation of surface preparation techniques and application workmanship. Contractor shall not proceed without the Architect's approval of workmanship, color, and sheen.*

A. PRE-INSTALLATION CONFERENCE

- A. *The Contractor shall convene a pre-installation conference at least two (2) weeks prior to intended installation date.*
- B. *The Roofing and Sub-Strate Installer and a representative of the Manufacturer's technical team shall be in attendance, as well as the Architect and City of Ukiah representative.*

B. PROJECT CONDITIONS

- A. *Environmental Controls: The Contractor shall maintain environmental conditions for temperature, humidity, and ventilation, within the Manufacturer's recommendations for optimum results, and no installation shall proceed when conditions are outside the Manufacturer's absolute limits.*

PART 3 EXECUTION

3.01 EXAMINATIONS

- A. *Examine surfaces to receive metal roofing, and notify the Architect in writing of any defective conditions encountered. Starting of Work shall constitute acceptance of such conditions.*

3.02 INSTALLATION

- A. *Install in conformance with the NRCA Roofing and Waterproofing Manual and Manufacturer's requirements.*

END OF SECTION

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION 07620 - FLASHING & SHEET METAL

PART 1 GENERAL

1.01 CONDITIONS AND REQUIREMENTS

A. Refer to Division 1 General Requirements.

1.02 DESCRIPTION

A. Provide all flashing and sheet metal as required and specified.

B. Related Work

1. Selective Demolition: Section 02070

2. Miscellaneous Carpentry: Section 06100

3. Standing Seam Metal Roof Panels: Section 07410

1.03 QUALITY ASSURANCE

A. Comply with latest edition of "Architectural Sheet Metal Manual" of the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)

B. Work includes approved anchorage devices, and methods.

PART 2 PRODUCTS

2.01 SUBMITTALS

A. Shop drawings of all beam end flashing profiles.

2.02 MATERIALS

A. Great care should be taken to isolate dissimilar metals in the new work.

B. Flashing: To be (22) gauge galvanized steel typical, ASTM A526, G90, commercial quality.

C. Fasteners: Size all fasteners to be appropriate for use including penetration into framing members. Non-corrosive coating at exterior. Fasteners include but are not limited to the following:

1. Screws: Sheet-metal or self-tapping type.

2. Nails: Appropriate to Work, compatible with metal being fastened.

D. Asphalt Plastic Cement: Fibrated asphalt cement, ASTM D2822, for trowel application.

PART 3 EXECUTION

INSTALLATION

A. Inspect and clean all surfaces to receive flashing prior to installation. Commencement is indication of acceptance of condition.

B. Coordinate with affected trades work to be installed under their supervision.

C. Fabrication

1. All sheet metal shall be fabricated to comply with profiles and sizes as required and in accordance with standard details shown in "Architectural Sheet Metal Manual" by SMACNA.

2. Finished work shall be strong and rigid, neat in appearance, and free from defects.

3. Surfaces shall be smooth and free from warping or buckling.

4. Work exposed to moisture and weather shall be thoroughly watertight, with provisions for free expansion without leaks or deforming.

5. *Provide for thermal expansion and contraction and building movement in completed work, without overstressing, breaking, or producing wrinkles and distortion. Provide slotted holes with neoprene washers.*
6. *Make seam in direction of flow.*
7. *Place expansion joints at a maximum of (10'-0"). With no joints within (24") of corners or intersections.*
8. *Repair and replace damaged Work, or Work of poor or unacceptable workmanship, as determined by the industry standards cited, or as determined by the Architect.*

END OF SECTION

DIVISION 7 - THERMAL & MOISTURE PROTECTION

SECTION 07510 – BUILT-UP BITUMINOUS ROOFING

PART 1 – GENERAL

1.01 CONDITIONS AND REQUIREMENTS

- A. Refer to Division 1 General Requirements.*

1.02 DESCRIPTION

- A. Furnish and install all Built-up Roofing and related components as required, shown, and specified.*
- B. Provide supervision of sheet metal work in connection with roofing work.*
- C. Related Work:*
 - 1. Selective Demolition: Section 02070*
- A. Miscellaneous Carpentry: Section 06100*
- B. Standing Seam Metal Roof Panels: Section 07410*
- C. Sheet Metal: Section 06420*

1.03 SYSTEM DESCRIPTION

- A. GS Roofing Products Roofing Specifications No. A-4-M-4 Ply Mineral Surface Roofing System.*
- B. Product Ratings:*
 - 1. Underwriters Laboratory: Class A built-up roofing assembly with Class (60) wind-uplift resistance.*
 - 2. Factory Mutual: Class 1 or Noncombustible built-up roofing assembly and zoned wind resistance.*
- C. Include aggregate surfacing for over-runs of asphalt and where standing or ponding water may occur.*

1.04 REFERENCE DOCUMENTS

- A. Governing Documents, including:*
 - 1. American Society of Testing and Materials (ASTM) "Standards in Building Codes."*
 - 2. California Building Code (CBC), latest edition, Chapter 15, "Roofing and Roof Structures."*
- B. Guideline Standards for Quality of Work*
 - 1. National Roofing Contractor's Association (NRCA) "Roofing and Waterproofing Manual."*
 - 2. Schuller Roofing Systems "Commercial and Industrial Roofing Systems Manual," latest edition.*

1.05 QUALITY ASSURANCE

- A. Installer's Qualifications; Specializing in applying bituminous roofing with minimum (5) years verifiable experience, approved by manufacturer to issue a warranty as specified.*
- B. Owner to provide full-time roofing inspection.*

1.06 MANUFACTURER'S GUARANTEE

- A. In addition to contractor's normal warranty for all items in Division 7, Roofing Installer to provide an additional written ten (10) year warranty for the Built-up Membrane Roof system and all incorporated components.*

PART 2 - PRODUCTS

2.01 SHEET PRODUCTS

- A. Base sheet: (1) layer asphalt coated fiber glass base sheet per ASTM D 4601, Type II - GS GlasBase.*
- B. Glass fiber felts: (2) layers asphalt coated fiber glass ply sheet per ASTM D 2178, Type IV - GS Flintglass.*
- C. Mineral surfaces felts: (1) layer white colored mineral-surfaced, asphalt coated fiber glass cap sheet per ASTM D 3909 - GS Flintglass.*

2.02 VISCOUS SURFACE PRODUCTS

- A. Asphalt Bitumen: per ASTM D 312 Type III, 190 degrees F. equiviscous temperature (EVT) for slopes up to (3) inches per foot, to be applied at 25 lb. per ply per (100) sq. ft – (75) lbs. total per square.*
- B. Asphalt Emulsion: per ASTM D 1227, Type I.*

2.03 FLASHING PRODUCTS

- A. Provide all crickets, cant strips, flashing, cement coatings, and primers required by manufacturer for a complete watertight system.*

2.04 ACCESSORIES

- A. Roofing nails: Nonferrous ring-shank with (1) inch diameter head, by Simplex Nail & Mfg. Co., or equal.*
- B. Mineral aggregate: per ASTM D1863, to match color of roofing cap sheet.*
- C. See Roof Specialties Division 7-07210.*

PART 3 - EXECUTION

3.01 PREPARATION

- A. Install complete system on any (1) roof section all in one day. Do not apply during inclement weather.*
- B. Verify that roof deck is smooth, free of depressions, gaps, waves or projections, structurally sound, and sloped to drains.*
- C. Sweep roof surface broom clean, fill knot holes with latex filler.*
- D. Confirm dry deck by moisture meter with (12) percent moisture maximum.*
- E. Verify that curbs, pipes, sleeves, and vents through roof are solidly set, and cant strips and reglets are in place.*
- F. Do not proceed until unsatisfactory conditions are corrected.*

3.02 INSTALLATION

- A. Install built-up roofing according to GS A-4-M-3 specification.*
- B. Coordinate Built-up Bituminous Roofing installation with Owner's special inspector (to be selected), with at least (72) hours notice. Miss-scheduling or re-inspections will be at the Contractor's expense.*

3.03 CLEANING

- A. Remove bituminous markings from finished surfaces.*
- B. Leave roof and surrounding area clean and free of roofing waste materials, especially nails.*

3.04 ADDITIONAL REQUIREMENTS

- A. See Construction Documents*

END OF SECTION



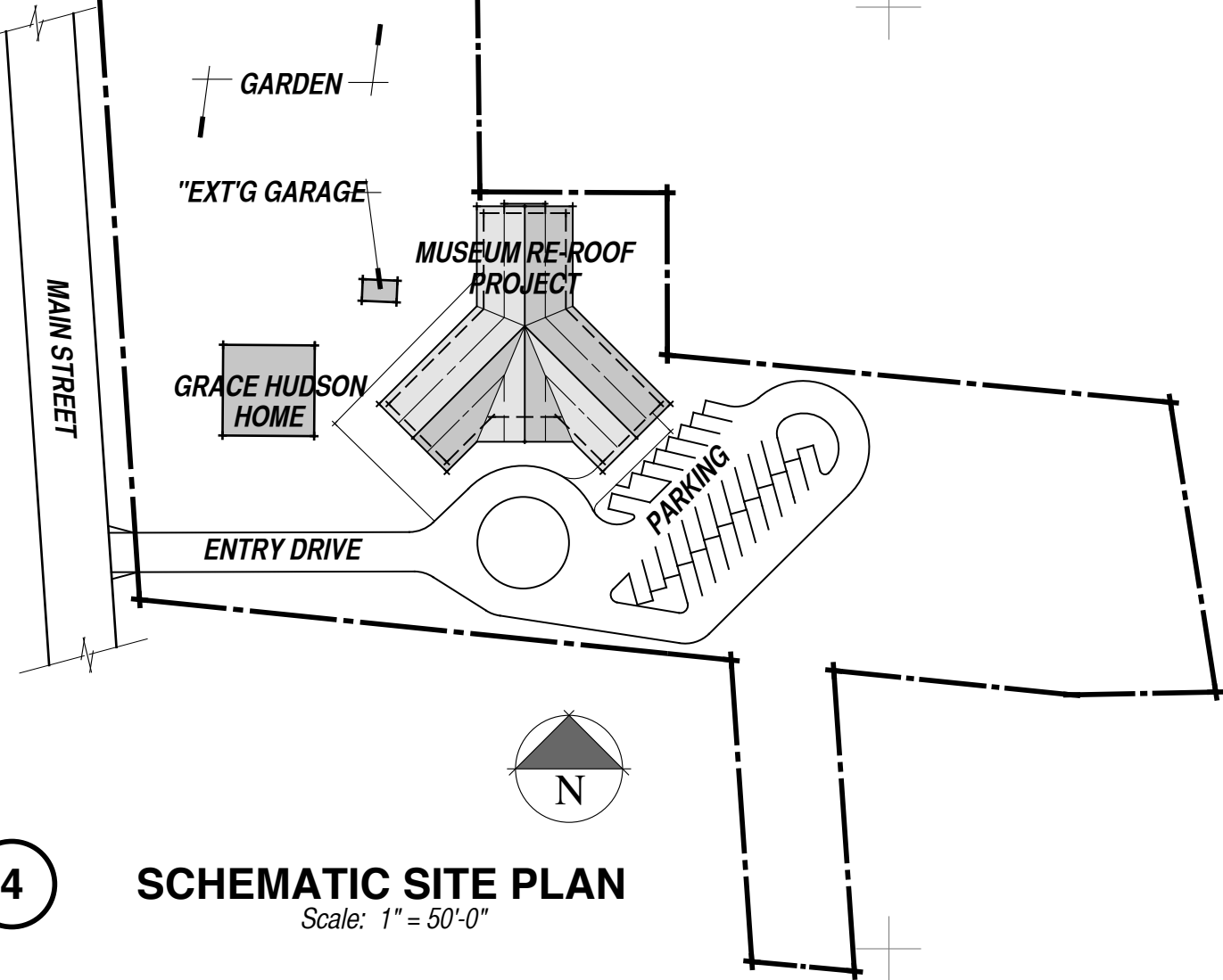
8 VICINITY MAP

The "Work" of this Project is summarized as follows:

The Museum has a "Cor-Ten" Bermuda style metal roof system that is now (35) years old, and has started to leak. The decision has been made to remove that roof, and replace it with a traditional standing seam metal roof, which includes a proven compliment of reliable and time-tested attachment and trim components.

The Museum's was built on the grounds of Grace Hudson's residence, and houses a priceless and irreplaceable collection of her art and artifacts of the Pomo people who made this land their home. The City of Ukiah is expecting the highest level of craftsmanship and expertise, and who can bring both to bear on this project. Also, if possible, to execute the work early this Fall.

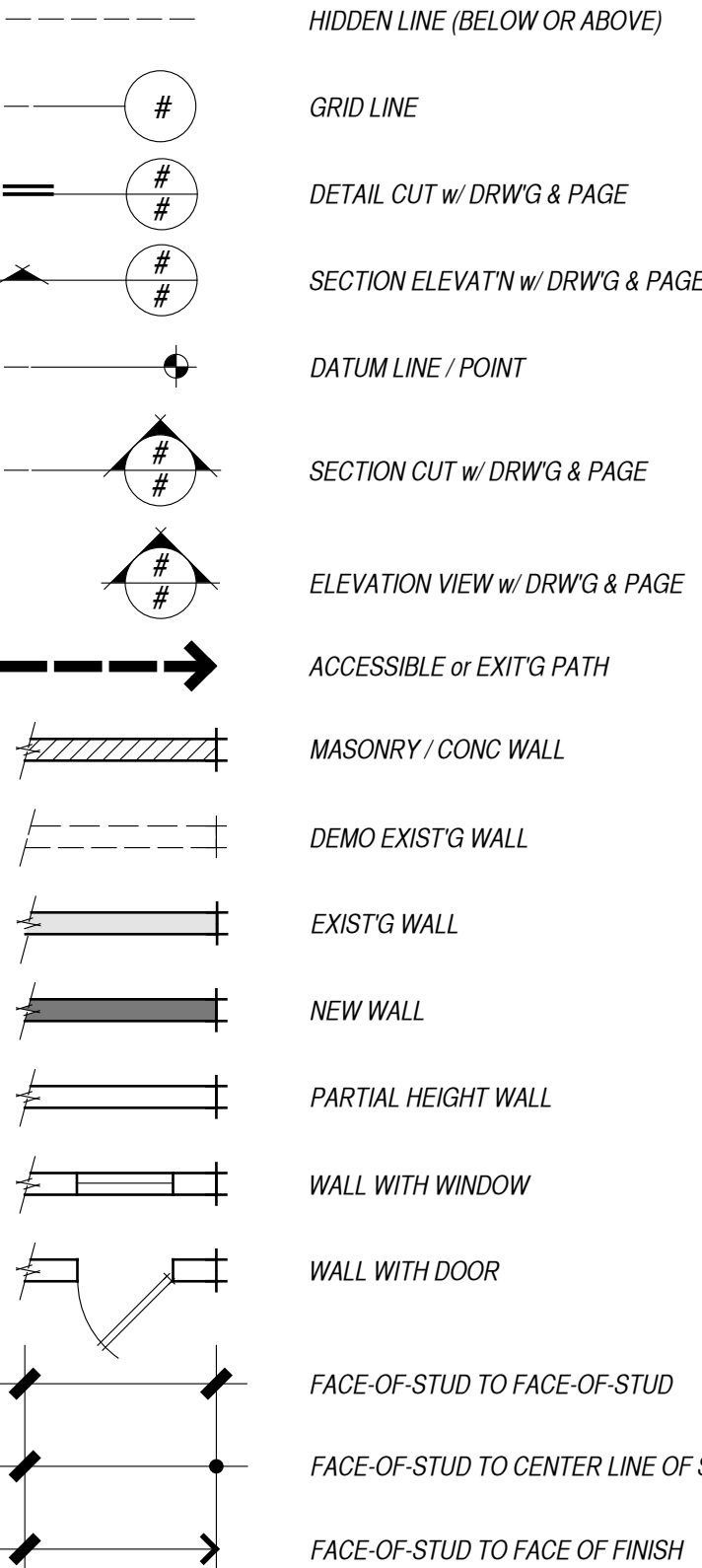
1. Remove the existing roofing, palatize and secure the Cor-Ten panel components and make ready for the re-use by others. The actual short term storage will be the Museum parking area, and will be coordinated between the Contractor and the Architect in consultation with the Museum staff. The Museum is currently not open to the public, and staff are working from home.
2. Recon and repair any fungus rot or water damaged to the building as needed. This work will be on a time and materials basis, and is further described in the Bidding Docs. Also, the Contractor will make all other repairs and additions to accommodate the new roofing system, including fascia and related building trim and flashings.
3. Prep the roof deck and install the weather barrier.
4. The Contractor will also coordinate with other Owner contracted trades, including insulation, and and attic ventilation.
5. The Contractor will need to supply support items to accommodate workmen, such as restrooms, as maintaining the Museum security is of upmost concern.
6. The Contractor is contractually bound to make available all workman and materials, and proceed to completion except during rain days.
7. The Bid Docs will specify the schedule for pre-construction meetins, responding to Contractor's questions, Bids due date, insurance requirements, selection criteria for evaluating Bids and Contractor's, and other Bidding and Contractual requirements.



4 SCHEMATIC SITE PLAN

Scale: 1" = 50'-0"

7 DESCRIPTION OF WORK



5 DRAWING SYMBOLS

2 PROJECT DATA

- ATTACHMENTS**
(n/a)
- DRAWING SHEETS**
- A1.1** PROJECT DATA
- A1.2** PROJECT PHOTOS
- A1** ROOF PLAN, BLDG SECTIONS, & DETAILSs

1 SHEET INDEX

CONTACT	
Project Name	Grace Hudson Museum / Re-Roof
Project Address	431 South Main Street Ukiah, CA 95482
APN	002-281-26 & 27
Zoning	PF-Public Facility
Permitting Agency	City of Ukiah / Building & Code Enforcement Services 300 Seminary Avenue Ukiah, CA 95482 Phone: (707) 463-6206
CODE ANALYSIS	
Building Code Edition	CBC 2019
Construction Type	Type V-B Sprinklers (Built as V-N w/ Sprinklers)
Roof Rating	Class "A"
Energy Compliance	Nonresidential Compliance Manual 2019 Building Envelope – Addt'ns & Alter'tns Page 3-76C Roofs (100%) Replacement & o/ (2,000) sqft R14 for Climate Zone 2 "E" Roof Data Exposed Deck Area R-0.9 (4" ave) below metal R-0.2 Vapor Barr R-0.6 (1/2") Plywd R-0.6 (3/4") Air Space R-0.8 (2") R-10 (3") Wood-Lox Deck R-3.5 Roof w/ Attic Fiberglass Batt R-15.2 R-30
UTILITY & SUPPORT	
Fire District	Ukiah Valley Fire Protection District (707) 462-2918
School District	Ukiah Unified School District (707) 472-5000
Utilities	City of Ukiah Utilities Department
BUILDING DATA	
"E" Building Area	(~11,137) sqft
First Floor	
Re-Roof Area	(~14,144) sqft (Contractor to Verify)
DEFERRED SUBMITTALS	
Deferred Submittal	1. Insulation Upgrade by Apperson Energy 2. Wind Calculation for Fasteners by D. Jankowski PE 3. Metal Roofing Shop Drawings by Contractor
COST DATA	
Architect's Estimate	\$390,000
PLUMBING FIXTURE DATE	
Water Delivery Fixture	EXIST'G REMOVED (0) NEW ADDED (0)



◆ DATE
7 / 27 / 2020

▲ REVISIONS

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A1.1

PRINTER TRIM SHEET AFTER STAPLING INTO DRAWING SET



8 EAVE SOFFIT DETAILS



4 NORTH GABLE



7 WEST GABLE FASCIA DETAIL



3 WEST GABLE



6 EAST GABLE FASCIA DETAIL



2 EAST GABLE



5 ENTRY BEAM & FASCIA DETAIL



1 SOUTH ENTRANCE



◆ DATE
7 / 27 / 2020

▲ REVISIONS

● PAGE
A1.2

PRINTER TRIM SHEET AFTER STAPLING INTO DRAWING SET





AGENDA SUMMARY REPORT

SUBJECT: Consider Adoption of Resolution Adopting a 2020 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Shannon Riley, Deputy City Manager, David
Rapport, City Attorney

PRESENTER: _____

ATTACHMENTS:

1. Resolution_2020 Advocacy REV8-27 - Redline
2. 2020 Strategic Goals

Summary: Council will consider adoption of a Resolution adopting a 2020 Advocacy Platform to provide guidance regarding local, state and federal legislative and judicial matters, and allow the City to weigh in on such matters in a timely fashion. An advocacy platform enables the Mayor and/or City Manager, or their designee, to submit letters or other filings on behalf of the City if the proposed matter is within the City's adopted advocacy platform guidelines. Additionally, platform guidelines enable the City to actively participate in the regional, state and federal legislative processes on behalf of the City of Ukiah.

Background: The ability of the City to serve the residents and provide for a thriving and sustainable community requires support from all levels of government. Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. However, with local, state and federal legislative policy and judicial matters, action is often needed to support local government in having this impact. These legislative policies and legal actions can affect the City's ability to deliver services, shape what services are delivered, impact the resources available for services, and remove obstacles to delivering services. These policies sometimes require immediate attention.

The Ukiah City Council has annually adopted a Platform and a corresponding resolution, most recently in December 2019. The proposed Advocacy Platform and Resolution (redlined version provided as Attachment 1) expands the December 2019 Platform by including action related to precedent-setting decisions by the California and United States Supreme Courts, as well as administrative actions, regulations, court cases, and amicus briefs to California and Federal appellate courts.

Discussion: In order to fulfill the City's commitment to the community, positive local, state and federal action--including the allocation of resources--should be sought.

The Advocacy Platform is also consistent with the 2020 goals and priorities of the League of California Cities ("the League"), provided as Attachment 2.

The proposed 2020 Advocacy Platform from the City states it does not take positions on matters outside the scope and purpose of municipal government. Occasionally, the City is asked to take positions that do not materially affect the scope and purpose of our municipal government; these tend to be quality of life or social issues; or federal government matters like foreign policy.

The Platform would not preclude the Mayor or Councilmembers from placing an item on the agenda for consideration. However, it would provide guidance to others about positions typically taken by the City Council.

To this end, if the City should adopt/update the proposed 2020 Advocacy Platform, it would provide a guide for the City's legislative advocates and highlight key issues important to the local community. The Platform provides 14 over-arching guiding principles intended for specific legislative and legal action and supports existing City Council-established goals and policies. The priorities outlined streamline the legislative approval process by providing clear direction on pertinent issues for our community. It is by no means all-encompassing.

As previously stated, the Platform is reviewed by Council on an annual basis in coordination with the State's legislative calendar, and will continue to be listed on the tracking calendar for Council review, likely in December 2020.

Staff recommends the adoption of the proposed Resolution that includes the 2020 Advocacy Platform providing overall guidance that allows the Mayor, and/or City Manager, or their designee, to send/file support or opposition to the League and other agencies/organizations to protect or advocate for our community.

Recommended Action: Adopt resolution adopting a 2020 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING AND ADOPTING A 2020 ~~LEGISLATIVE~~ ADVOCACY PLATFORM

WHEREAS, an advocacy ~~legislative~~ platform is a tool that the City Council and staff can utilize to support the goals and objectives of the City; and

WHEREAS, the California State Legislature alone considers thousands of bills during each two- year legislative session, state and federal administrative agencies establish policies and engage in rule-making and many precedent setting decision are heard by the California and federal courts of appeal and the California and United States Supreme Court; and any number of these bills, administrative actions and regulations and court cases can affect cities—through changes in funding, employment law, or water regulation as examples; and

WHEREAS, development of an Advocacy ~~Legislative~~ Platform provides the opportunity to identify issues and priorities that may be addressed through legislative and administrative advocacy and amicus briefs to California and federal appellate courts; and

WHEREAS, the City desires to be proactive and involved in the governmental, administrative and judicial decision-~~making~~ process directly affecting the City of Ukiah and the League of California Cities; and

WHEREAS, the platform will also be used when applicable on other local, regional, state, and federal matters not evaluated by the League; and

WHEREAS, adoption of a 2020 ~~Legislative~~ Advocacy Platform enables the City Council and staff to react quickly to most legislative or administrative issues or the filing of amicus briefs as they arise; and

WHEREAS, the 2020 ~~Legislative~~ Advocacy Platform can be provided to State and Federal representatives ~~so~~ they are made aware of the issues that are important to Ukiah; and

WHEREAS, the City Council wishes to adopt the 2020 ~~Legislative~~ Advocacy Platform which provides overall guidance that allows the City Manager and the Mayor, or their designee, to send letters of support or opposition to the League, ~~and~~ the local, state and federal legislatures and administrative agencies and to participate in amicus briefs to the state and federal appellate courts in certain instances.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah hereby adopts a “2020 ~~Legislative~~ Advocacy Platform,” attached as “Exhibit A” to this Resolution.

DULY AND REGULARLY ADOPTED this ~~18th~~ th day of ~~December~~ September, 20~~2019~~.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Douglas F. Crane, Mayor

Kristine Lawler, City Clerk

CITY OF UKIAH ~~LEGISLATIVE~~ ADVOCACY PLATFORM 2020

PURPOSE OF PLATFORM

The City of Ukiah recognizes the need for active legislative engagement at the local, state and federal levels to protect and enhance the interests of Ukiah's residents and businesses. Accordingly, City officials maintain close relationships with Ukiah's state and federal representatives to advocate, influence and monitor pertinent legislation.

The purpose of this platform is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, ~~while~~ allowing consideration of additional legislative issues that arise during the legislative session. By doing this, the legislative process is streamlined by receiving clear direction at the beginning of the legislative session from the City Council on pertinent legislative issues.

The League of California Cities is a primary resource for the City of Ukiah with respect to state and federal legislative or administrative agency matters affecting municipal government, and the following priorities are consistent with those of the League. The platform will also be used when applicable on other local, regional, state and federal matters not evaluated by the League, including administrative agency policies and rule-making, and appellate and Supreme Court cases in the California and federal courts. Platform priorities are intended to assist the Mayor, City Council, and staff to proactively and appropriately address legislation, administrative agency rule-making and precedent setting court cases to promote City interests and preserve local legislative authority if and when necessary.

PRIORITIES

The City of Ukiah takes the following positions and the Mayor and the City Manager may send corresponding letters of opposition or support without further City Council action and, whenever filing deadlines preclude prior City Council action, may authorize naming the City as a party to an amicus brief to be filed in state or federal court, provided the City incurs no cost to join the amicus brief. ~~It~~

1. The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Ukiah residents and businesses. The City supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.
2. The City opposes attempts to decrease, restrict or eliminate city revenue sources and opposes any efforts at the local, state or federal level to retain additional revenues currently dedicated to local government for state purposes.
3. The City opposes any regulations or legislative actions or court decision that would eliminate or limit the City's ability to provide utility services within the incorporated jurisdiction.
4. The City supports local, state and federal budget plans that provide sustainable, reliable funding for priority local government programs.
5. The City supports any legislative or regulatory action that increases the energy value for the electric customer.
6. The City supports the use of California Air Resources Board's (CARB) Cap and Trade program allowances and energy resources that are clean, renewable and cost effective.

7. The City supports increases in transportation funding for local street and road improvements to promote investing in the maintenance and rehabilitation of aging infrastructure.
8. The City embraces efforts to obtain funding for economic development and environmental initiatives, including planning and implementation of regional transportation and traffic congestion relief projects, and the creation of affordable housing. The City also supports legislation that provides incentives for job creation and retention, including legislation that increases funding and allowable uses for the Community Development Block Grant program.
9. The City supports policy that advocates for a clean environment and policy to improve environmental standards and promote sustainable energy policies.
10. The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and to engage the community in its own safety.
11. The City values a sustainable quality of life and supports parks and open space, recreation facilities, environmental and climate protection, resource conservation, libraries, arts and culture and legislation and policies that emphasize sustainable development.
12. The City supports legislation that provides Cities additional funding and tools and preserves local authority to address housing production, affordability, and homelessness challenges.
13. The City supports policy that helps improve disaster preparedness, recovery, and climate resiliency.
14. The City supports policy that promotes the sustainability of public pension and retirement health benefits.

In most cases the City of Ukiah will not take positions on matters not affecting the primary scope and purpose of municipal government – for example social issues or foreign policy, however such items can be brought forward to Council if appropriate.

TRACKING

The City Manager (or City Manager designee) will provide updates on important legislative issues and/or those matters that the City has stated a position on during the City Manager's comment section to City Council. Copies of all correspondence will be copied to City Council. [The City Attorney will seek authorization to join amicus briefs, whenever possible, and will promptly notify and explain to the City Council any briefs in which the City joins without prior City Council approval.](#)

REVIEW

This platform will be reviewed prior to each year's legislative session in January of each year.

2020 Strategic Goals

How does the League determine the organization's top issues?

Every year, the League's members and leadership work together to set strategic priorities for the next 12 months. These goals focus our legislative and advocacy activities and serve as a powerful tool for advancing local control.

2020 Strategic Priorities

Throughout the state, city leaders – urban, suburban and rural – work hard every day to improve the quality of life for their residents. To meet this commitment to our communities, city leaders come together annually and set the League of California Cities strategic priorities, to strengthen our cities as vibrant places to live, work, and play. We stand ready to work collaboratively with the Governor, the Legislature and other stakeholders to accomplish these strategic priorities in 2020.

1. **Improve the supply and affordability of housing.** Provide cities with financial tools to increase construction of housing, particularly for vulnerable populations, reform state regulatory barriers, and ensure cities retain flexibility based on the size, geography, demographics, impact mitigation and land use needs of each community.
2. **Advocate for increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.** Secure additional resources and flexibility to provide navigation assistance, emergency shelters and permanent supportive housing and strengthen partnerships with stakeholders to ensure mental health, substance abuse treatment, and wraparound services are available for adults and youth at risk or already experiencing homelessness in our communities.
3. **Address fiscal sustainability.** Raise awareness among stakeholders about the fiscal challenges cities face and work collaboratively to secure new revenue tools and flexible prudent policies to ensure cities are able to provide essential services to their residents while maintaining their ability to meet pension obligations.
4. **Strengthen community and disaster preparedness, public safety, and resiliency.** Improve community resiliency to disasters and environmental threats, and strengthen infrastructure stability and control, through expanding partnerships, including state and federal agencies, and securing additional resources and support for climate change adaptation, planning, preparedness, response, recovery, and sustainability in our cities.
5. **Address public safety concerns of California cities.** Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of California residents through the passage of the Police Chiefs/Grocer's-sponsored criminal justice reform measure eligible for the November 2020 state ballot, or by equivalent reforms achieved through legislative action. Protect public safety by reducing access to firearms by the mentally ill. Support additional tools and resources to address critical community challenges such as homelessness, mental health, domestic violence, drug rehabilitation, human trafficking, and workforce development for ex-offender reentry.



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Tami Bartolomei, Office of Emergency
Management Coordinator

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California in response to the COVID-19 pandemic.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager acting as the Director of Emergency Services declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

Since the onset of the emergency, the City of Ukiah has worked to respond to the public health and safety needs of the community in cooperation with the County of Mendocino and other partners. The local response for public health is lead regionally by the County of Mendocino and the County's Public Health Officer. In addition, the City of Ukiah has worked to maintain the continuity of public services including public safety, water, sewer, electric, airport, public works, and other essential activities.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation and respond to emerging needs of the community. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) will include:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates
- * Public Information Officer

- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services, Community/Resident Information, and Business Resources.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding Review of Ordinance for Development of Operating Standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, and Specialty Food and Beverage Sales with Tasting; and Provide Direction to Staff as Necessary.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. Ordinance No. 1167

Summary: Council will receive a report from Staff on review of the Ordinance for Development and Operating Standards, located in Division 9, Chapter 2, Article 15.6 of Ukiah City Code, for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting.

Background: On August 3, 2016, City Council adopted Ordinance No. 1167 (Attachment 1), establishing development and operating standards for community gardens, live entertainment, outdoor dining, sidewalk cafes, and specialty food and beverage sales with tasting. The Ordinance also added specific definitions for outdoor dining and sidewalk cafes.

At the August 3, 2016 meeting, Council directed that Staff present a one-time review and report on Staff's implementation of the Ordinance, with a specific report of how the Ordinance impacted live entertainment applications. In each of the subsequent years, 2017, 2018, and 2019, Council directed Staff provide additional annual reports related to Ordinance No. 1167. Below is a summary of these previously presented reports.

- September 1, 2017 - report presented to Council. No new applications nor new inquiries had been received for activities listed within the Ordinance.

- August 1, 2018 - report presented to Council. One new application for a specialty beverage tasting room with sales was received. No other new applications had been received, but three existing outdoor dining permits were renewed. One inquiry was recorded regarding the addition of live music to a restaurant in the downtown.

- September 4, 2019 - report presented to Council. No new applications received. A few inquiries were recorded related to sidewalk cafes.

Discussion: Since August 2019, Staff has received no new applications for activities permitted by the Ordinance. Three existing outdoor dining permits were renewed in September 2019, and Staff anticipates these permits will be renewed again in September 2020.

Although not directly related to Ordinance No. 1167, the City adopted a Temporary Use Permit process to allow businesses more flexibility during the COVID-19 pandemic. This process provides temporary flexibility and streamlines and expedites applications for mobile food vending, business signage, and the use of outdoor

space (both public and private) to assist with COVID-related requirements. Prior to the expiration of this program, Staff will present an analysis of its implementation and recommendations regarding its future applicability to the Council.

Ordinance No. 1167 appears to still be well-received by the business community, and Staff has recorded no specific feedback related to the Ordinance. Staff recommends Council receive the report and provide additional direction as necessary.

Recommended Action: Receive report and provide direction to Staff as necessary.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Shannon Riley, Deputy City Manager

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 1167

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING DIVISION 9, CHAPTER 2, ARTICLE 15.6, SECTIONS §9173, §9173.1, §9173.2, §9173.3, §9173.4, §9173.5, §9173.6 TO THE ZONING CODE RELATED TO DEVELOPMENT AND OPERATING STANDARDS FOR: COMMUNITY GARDENS, LIVE ENTERTAINMENT, OUTDOOR DINING, SIDEWALK CAFES, SPECIALTY FOOD AND BEVERAGE SALES WITH TASTING AND AMENDING SECTION §9278 ADDING DEFINITIONS OF OUTDOOR DINNING AND SIDEWALK CAFES

The City Council hereby ordains as follows:

SECTION ONE – FINDINGS

1. Pursuant to the procedures set forth in the Ukiah Municipal Code section 9265, the Official Zoning Ordinance for the City of Ukiah is amended to include development and operational standards for Community Gardens, Live Entertainment, Outdoor Dining, Sidewalk Cafes, Specialty Food and Beverage Sales with Tasting.
2. Planning Department staff prepared an initial environmental study (IS) in order to evaluate the potential impacts that could result from the Project. Due to the specificity of the standards, the IS concluded the Zoning Ordinance amendments could not have a significant effect on the environment and a Negative Declaration was prepared.
3. The Planning Commission held a duly noticed public hearing on May 11, 2016 and June 16, 2016 after giving notice of said hearing in the manner, for the period, and in the form required by the Ukiah City Code and Government Code sections 65090 and 65091 to consider the Negative Declaration for the Zoning Ordinance Amendments. At the meeting, the Planning Commission received public comment, discussed the initial environmental study, and voted 5-0 to recommend the City Council adopt the negative declaration for the Zoning Ordinance amendments.
4. At the May 11, 2016 and June 16, 2016 public hearing, the Planning Commission conducted a public hearing to consider the Zoning Ordinance Amendments. After receiving public testimony, considering the staff report, and due deliberation, the Planning Commission voted 5-0 to recommend the City Council approve the Zoning Ordinance amendments.
5. The Project is consistent with General Plan Goal ED-1 by supporting economic development, strong businesses, and CD-3 by promoting aesthetically pleasing urban landscapes, and CD-10 preserving and enhancing neighborhood character.

SECTION TWO

Article 15.6 of Chapter 2 of Division 9 of the Ukiah City Code is hereby added to read as follows.

Article 15.6. STANDARDS FOR SPECIFIC LAND USES

§9173 PURPOSE

Sections 9173.2-9173.6 in this Article 15.6 provide site planning, development, and/or operational standards for certain land uses that are allowed in certain zoning districts without discretionary review. The standards for each use are intended to mitigate any potentially adverse impacts associated with the specific use.

§9173.1 APPLICABILITY

The land uses and activities included in sections 9173.2-91.734.6 of this code shall comply with the provisions of the section applicable to the specific land use, in addition to all other applicable provisions of this article and the Ukiah City Code.

- A. Where Allowed: The uses that are subject to the standards in sections 9173.2-9173.6 of this code shall only be located in the zoning districts indicted herein.
- B. Development Standards: The standards for specific land uses included in sections 9173.2-9173.6 of this code are required and supplement those included in the Ukiah City Code. In the event of any conflict between the requirements of sections 9173.2-9173.6 of this code and those included elsewhere in the City Code, the requirements of sections 9173.2-9173.6 of this code shall control.

§9173.2 COMMUNITY GARDENS

Community gardens may be located in any zoning district provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Seven (7) days a week from seven o'clock (7:00) A.M. until dusk.
- B. Fencing: Fencing is discouraged. When fencing is required to prevent vandalism or theft, trespassing, and/or encroachment by animals, fencing shall comply with the following:
 - 1. Open Fencing: Open fencing (such as chain link, wrought iron, deer) up to seven (7) feet in height, measured from the grade adjacent to the fence to the top of the fence, is allowed at the property line or set back from the property line. This type of fencing allows the garden to be protected and maximizes the size of the garden while creating an open, pedestrian-oriented use consistent with the purposes of this code.
 - 2. Solid Fencing: Solid fencing (such as wood, masonry) is prohibited since this closes off the site to the public realm, presents a solid unbroken surface which is not pedestrian-oriented, and reduces the size of the garden.
- C. Herbicides and Pesticides: All pest and weed control shall be accomplished through organic means using the least toxic methods available. If unsure how to combat pests, weeds, and diseases organically, contact the garden team leader or other qualified professionals or organizations for guidance and resources.
- D. Motorized Equipment: Use of motorized equipment (such as weed eaters, leaf blowers, rototillers) shall be limited to weekdays from eight o'clock (8:00) A.M. to seven o'clock (7:00) P.M. and weekends and holidays recognized by the City of Ukiah from ten o'clock (10:00) A.M. to five o'clock (5:00) P.M.
- E. Noise: Compliance with the City of Ukiah noise ordinance is required, except as indicated in subsection D of this section, Motorized Equipment, which may be more restrictive.
- F. Parking: A minimum of one parking space along the street frontage of the community garden shall be provided. Vehicle use by members of the community garden should be limited to taking supplies to and from the garden, rainy or poor weather, or assisting gardeners with a disabilities Users of the garden shall be encouraged to walk or bike to the site in order to reduce the need for parking and parking impacts on neighboring uses.

- G. Signs: Signs are limited to identification, informational, and directional signs in conformance with the City of Ukiah sign ordinance requirements.
- H. Structures – Accessory: The following accessory structures are allowed: tool sheds, greenhouses, cold-frames, hoop houses, compost bins, rain barrel systems, picnic tables, benches, bike racks, garden art, and fences subject to the development standards of the zoning district in which the community garden is located and the requirements of this section. Commercially maintained portable bathrooms are allowed as accessory structures; provided, that they comply with accessibility standards and comply with the development standards of the zoning district in which the community garden is located.
- I. Water Use: Every effort shall be made to reduce water usage. Drip irrigation is required where feasible. Mulch and compost shall be used in order to reduce the amount of water needed for garden plots.
- J. Prohibitions: Smoking, drinking alcoholic beverages, using illegal drugs, and gambling are prohibited. Weapons, pets and other animals (except service animals) are also prohibited. (Ord. 1139, §2 (Exh. A, 5.030), adopted 2012)

§9173.3 LIVE ENTERTAINMENT

- A. Live entertainment uses may occur in the C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:
 - 1. Live entertainment shall commence no earlier than 10:00 a.m. and shall end at 11:00 p.m. and is limited to two times a week.
 - 2. Live entertainment shall not violate the City of Ukiah noise ordinance
 - 3. The number of people within a building where live entertainment is performing shall not exceed the occupancy standards contained in the California Building Code or Ukiah City Code.
 - 4. Businesses desiring to have live entertainment shall provide adequate security during and after live entertainment events.
 - 5. Parking shall generally comply with the Ukiah City Code, although on-street parking within commercial zoning districts may be included in the number of parking spaces provided for the live entertainment.
 - 6. Any building proposed for live entertainment shall comply with all Fire Code requirements and shall be reviewed and approved by the Ukiah Fire Marshal.
- B. Management Plan: Prior to the conduct of live entertainment, the applicant shall submit a Management Plan addressing the items listed below. The Management Plan shall be submitted to the Director of Planning and Community Development for review and action. The Director shall distribute the Plan to the Ukiah Police and Fire Departments for review. The Management Plan shall, at a minimum, include the following:
 - 1. Potential for loitering and how the business will preclude loitering
 - 2. Adequacy of lighting for security and safety purposes.
 - 3. Adequacy of parking.
 - 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including, but not limited to, proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 - 5. Details regarding how security will be provided during and after live entertainment events.

6. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
7. Hours of operation for the business and hours of proposed live entertainment.
8. Other information deemed necessary on a case-by-case basis.

If the Management Plan is found acceptable by the Police and Fire Departments, as well as the Director of Planning and Community Development, the Director shall make corresponding findings and approve it writing.

- C. Relief from any of the standards or requirements may be sought through the Use Permit process. The Director of Planning and Community Development shall determine whether or not a certain Use Permit is minor or major. The determination shall be based, in part, on how much relief is being sought and the location of the proposed live entertainment and its potential to disrupt the area.

§9173.4 OUTDOOR DINING

On-site outdoor dining may be allowed in the C-N, C-1 and C-2 zoning districts, provided it is incidental to and part of the operation of a restaurant located on the same parcel, and it complies with the standards and requirements listed below.

- A. Purpose: The provisions of this section are intended to allow outdoor dining in association with a restaurant located on the same parcel as the outdoor dining, where the outdoor dining is clearly incidental to the adjacent restaurant use and will not negatively impact the operations and function of the existing restaurant, including parking facilities, pedestrian access and circulation, and disabled access facilities.
- B. Location of Outside Dining: Outdoor dining shall be located on the same site as the restaurant which the outdoor dining will serve. Outdoor dining facilities, such as tables, chairs, umbrellas, etc., shall not be located in pedestrian walkways, required parking spaces, or disabled access facilities (such as parking spaces, walkways, entries, etc.). Outdoor dining areas may be located in landscaped areas if located in such a manner as to not damage the landscaping.
- C. Hours of Operation: Days and hours of operation for the outdoor dining shall not extend beyond the hours of operation for the restaurant which it serves. Tables, chairs, and all other furniture used in the operation of outdoor dining shall be removed from any pedestrian walkways and stored indoors at night and whenever the cafe is not in operation.
- D. Live Entertainment: Outdoor dining shall not be used for live entertainment unless in compliance with section 9173.3 of this code.
- E. Tables, Chairs, Furniture, Signage:
 1. In order to provide adequate and safe ingress/egress, a minimum unobstructed pedestrian walkway width of forty-eight inches (48") or the width of the doors, whichever is greater, shall be maintained. The required width of the unobstructed pedestrian walkway shall extend from the front of the door(s) to the public sidewalk. A reduced width may be approved by the Building Official in compliance with the building code.
 2. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to outdoor dining, or as required by the building code, whichever is greater.

3. All outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 4. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 5. Outdoor heaters are allowed subject to fire and building code compliance. Non-live music and/or speakers may be used provided the music does not violate the City of Ukiah noise ordinance.
 6. No signage shall be allowed in the outdoor dining area except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and Division 3, Chapter 7 of this code (sign ordinance).
- F. Maintenance: The property and/or business owner are responsible for maintaining all outdoor dining furnishings and the outdoor dining area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the outdoor dining area shall be easily cleanable and kept clean and free of debris.
 2. The outdoor dining area and adjacent areas kept in a clean and safe condition.
- G. Food and Beverages: Outdoor dining areas may only serve food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both, solely for on-premises consumption by customers within the outdoor dining area, may be authorized by the Planning Director and Police Department if each of the following requirements are met:
1. The outdoor dining operation is duly licensed, or prior to the service of any beer or wine, will be duly licensed by State authorities to sell beer or wine for consumption within the outdoor dining area.
 2. The authorized outdoor dining area is identified in a manner which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
 3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated outdoor dining area.

Outdoor dining areas authorized by the Planning Department and Police Department and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. Service areas (such as busing and service stations) may be located within the outdoor dining area. Service areas shall comply with subsection B of this section (Location of Outside Dining). Outdoor food preparation in the outdoor dining area is prohibited.

2. Restrooms for the outdoor dining area shall be provided in the adjoining indoor restaurant. Seating for the outdoor dining may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
- I. Revocation: The outdoor dining may be revoked by the City upon finding that one or more of the requirements of this section have been violated or that the outdoor dining is being operated in a manner that constitutes a nuisance.

§9173.5 SIDEWALK CAFE

- A. A sidewalk cafe may be allowed in the C-N, C-1, and C-2 zoning districts provided it is incidental to and part of the operation of a restaurant and it complies with the standards and requirements listed below;
- B. Purpose: The provisions of this section are intended to allow a sidewalk cafe to operate in association with an allowed restaurant use, where the sidewalk cafe is clearly incidental to the restaurant use and will not negatively impact the right-of-way.
- C. Permit Requirements: A sidewalk cafe shall require the approval of an encroachment permit from the Department of Public Works and Planning and Community Development Department.
- D. Limitations and Requirements: A sidewalk cafe may be allowed only where allowed by section 9173.4 and only when the sidewalk cafe is incidental to and part of the operation of an adjacent restaurant and when in compliance with the following requirements of this section.
 1. Where Permissible: A sidewalk cafe may be located on a public sidewalk immediately adjacent to and abutting the indoor restaurant which operates the cafe; provided, that the area in which the sidewalk cafe extends is no farther along the sidewalk frontage than the operating indoor restaurant.
 2. Location of Sidewalk Cafes: Each cafe shall be confined to a defined location on the sidewalk immediately adjacent to the restaurant which operates the cafe.
 3. Hours of Operation: Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining. The hours of operation shall not exceed eight o'clock (8:00) A.M. to nine o'clock (9:00) P.M. Tables, chairs, and all other furniture used in the operation of a sidewalk cafe shall be removed from the sidewalk and stored indoors at night and whenever the cafe is not in operation. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
 4. Sidewalk Clearances: A sidewalk cafe may be allowed only where the sidewalk is wide enough to adequately accommodate the usual pedestrian traffic in the area, to comply with California State accessibility standards and federal ADA requirements, and the operation of the proposed cafe.
 5. Live Entertainment: A sidewalk cafe shall not be used for live entertainment. Live entertainment at sidewalk cafes may be authorized in compliance with section 9224.6 of this code.
- E. Tables, Chairs, Furniture, Signage:

1. All tables and chairs comprising a sidewalk cafe shall be situated in a safe fashion and away from any sidewalk or street barrier including a bollard, and shall not be within eight feet (8') feet of any designated bus stop.
 2. The dining area shall not impede the use of public furnishings such as lighting, benches, etc.
 3. In order to provide adequate and safe ingress/egress, a minimum unobstructed public sidewalk width of forty-eight inches (48") shall be maintained for the entire length of the sidewalk cafe. The required width shall extend from the front of the door(s) to the end of the sidewalk cafe.
 4. A minimum of sixty inches (60") of unobstructed space shall be maintained between exits and any furniture or fixtures related to the sidewalk cafe, or as required by the building code, whichever is greater.
 5. All sidewalk cafe furniture, including tables, chairs, umbrellas, and planters, shall be movable.
 6. Umbrellas shall be secured with a minimum base of not less than sixty (60) pounds and shall leave a vertical clearance of seven feet (7') from the sidewalk surface.
 7. Outdoor heaters are allowed subject to fire and building code compliance. Music and/or speakers may be authorized with Zoning Administrator approval of a minor use permit.
 8. No signage shall be allowed at the sidewalk cafe except for the name of the establishment on an awning or umbrella fringe and in compliance with this section and the sign ordinance (Division 3, Chapter 7 of this code).
 9. All furnishings and other items associated with the sidewalk cafe shall be removed from the sidewalk during nonoperation hours of the cafe. Storage of these items outside may be authorized with Zoning Administrator approval of a minor use permit.
 10. Any proposed seating in the vicinity of street trees shall comply with the City's Management Guidelines adopted December 1, 2010.
- F. Maintenance: The permittee is responsible for maintaining all outdoor dining furnishings and the sidewalk cafe area in good condition, including, but not limited to, the following:
1. All outdoor dining furnishings and all exterior surfaces within the sidewalk cafe area shall be easily cleanable and kept clean and free of debris.
 2. The sidewalk cafe area and adjacent areas shall be kept in a clean and safe condition.
- G. Food and Beverages: A sidewalk cafe may serve only food and nonalcoholic beverages prepared or stocked for sale at the adjoining indoor restaurant; provided, however, that the service of beer or wine or both solely for on-premises consumption by customers within the areas of the sidewalk cafe may be authorized by the Planning Director and Police Department as part of the required encroachment permit if each of the following requirements are met:

1. The sidewalk cafe operation is duly licensed, or prior to the service of any beer or wine will be duly licensed by State authorities to sell beer or wine for consumption within the area of the sidewalk cafe.
2. The area in which the sidewalk cafe is authorized is identified in a manner, as part of the encroachment permit, which will clearly separate and delineate it from the areas of the sidewalk that will remain open to pedestrian traffic.
3. One or more signs, as approved as part of the encroachment permit, are posted during all times the sidewalk cafe is in operation, which shall give notice to the cafe's customers that the drinking of beer or wine or the carrying of any open container which contains beer or wine is prohibited and unlawful outside the delineated area of the sidewalk cafe. Sidewalk cafes authorized by the Planning Department and Police Department as part of the required encroachment permit and in compliance with the requirements of this section are exempt from section 6000 of this code.

H. Service Requirements:

1. The outdoor preparation of food and busing and service stations are prohibited at the sidewalk cafe. Outdoor service station may be authorized with Zoning Administrator approval of a minor use permit.
 2. Restrooms for the sidewalk cafe shall be provided in the adjoining indoor restaurant. Seating for the sidewalk cafe may be counted in determining the restroom requirements for the indoor restaurant at the discretion of the Building Official.
 3. Trash and refuse receptacles for the sidewalk cafe shall not be permitted within the area designated for the sidewalk cafe or on adjacent sidewalk areas and the permittee shall remove trash and litter as they accumulate. Trash and/or refuse containers may be authorized within the outdoor dining area or adjacent sidewalk areas with Zoning Administrator approval of a minor use permit.
- I. Power to Prohibit Operation of the Sidewalk Cafe: Any encroachment permit issued for a sidewalk cafe shall provide that the City shall have the right and power, acting through the City Manager or designee, to prohibit the operation of a sidewalk cafe at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems may arise from, but are not limited to, scheduled festivals and similar events, or parades or marches, or repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.
- J. Conditions: In connection with granting the encroachment permit for a sidewalk cafe, conditions may be imposed in granting approval as deemed necessary for the proposed operation to meet the operating requirements of this section.
- K. Modifications: In the event the City determines during the operation of an approved sidewalk cafe that additional or revised conditions are necessary in order for the sidewalk cafe to comply with the requirements of this section, the City shall have the ability to add additional conditions to the approved encroachment permit.

- L. Revocation: The encroachment permit to operate a sidewalk cafe may be revoked by the City upon finding that one or more conditions of the permit or this section have been violated or that the sidewalk cafe is being operated in a manner that constitutes a nuisance, or that the operation of the sidewalk cafe unduly impedes the movement of pedestrians past the sidewalk cafe. (Ord. 1139, §2 (Exh. A, 5.080), adopted 2012) Revocations may be appealed per the process outlined in Section 5613 of the City of Ukiah Municipal Code.

§9173.6 SPECIALTY FOOD AND BEVERAGE SALES WITH TASTINGS

Specialty food and beverage sales with tastings may be allowed in the C-N, C-1, C-2, and P-F zoning districts provided they comply with the following standards and requirements:

- A. Days and Hours of Operation: Days and hours of operation shall be limited to daily from ten o'clock (10:00) A.M. to ten o'clock (10:00) P.M. Additional hours may be authorized with Zoning Administrator approval of a minor use permit.
- B. Live Entertainment: Live entertainment is allowed in compliance with section 9173.3 of this code and may perform until eight o'clock (8:00) P.M. Other arrangements for live entertainment may be authorized with Zoning Administrator approval of a minor use permit.
- C. Outdoor Seating: Outdoor seating is allowed in compliance with the applicable requirements for outdoor dining included in section 9173.4 of this code or sidewalk cafes in section 9173.5 of this code.
- D. Minor Use Permit: An application for a minor use permit to allow additional operating hours and/or live entertainment in a manner that exceeds the operating characteristics required in this section may be authorized with Zoning Administrator approval of a minor use permit. An application for a minor use permit shall address the following considerations:
1. Potential for loitering and how the business will preclude loitering.
 2. Adequacy of lighting for security and safety purposes.
 3. Adequacy of parking.
 4. Compatibility and suitability with the existing and allowed uses in the area and/or character of the area, including but not limited to proximity to sensitive land uses such as residences, schools, parks, daycare facilities, and churches.
 5. Likelihood the use would facilitate the vitality, economic viability, and/or provide recreational or entertainment opportunities in an existing commercial area without presenting a significant impact on health and safety.
 6. Details regarding how security will be provided during and after live entertainment events.
 7. Other information deemed necessary on a case-by-case basis.
- E. Minor Use Permit Findings: The above considerations shall be incorporated as findings for approval, conditional approval, or disapproval of a use permit for a specialty food and beverage sales with tastings in addition to the findings required by Article 20 of this Code.

§9278 DEFINITIONS

OUTDOOR DINING- A designated area on the premise of a retail food establishment or restaurant, but outside the principal building, and where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SIDEWALK CAFES- A designated area of a public sidewalk where patrons may sit at tables while consuming food and beverages ordered from the establishment.

SECTION THREE

1. **Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.
2. **Publication:** Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
3. **Effective Date:** The ordinance and shall become effective thirty (30) days after its adoption.

Introduced by title only on July 20, 2016, by the following roll call vote:

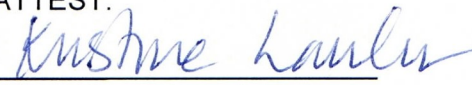
AYES: Councilmembers Crane, Doble, Brown, and Mayor Scalmanini
NOES: None
ABSENT: Councilmember Mulheren
ABSTAIN: None

Adopted on August 3, 2016, by the following roll call vote:

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


Stephen G. Scalmanini, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding Annual Review of Ordinance for the Regulation of Shopping Cart Containment and Retrieval, and Provide Direction as Necessary.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director.

ATTACHMENTS:

1. Ordinance No. 1187 Shopping Cart Containment and Retrieval
2. Ordinance No. 1191 Amending Shopping Cart Containment and Retrieval Ordinance

Summary: City Council will receive a report from Staff regarding an annual review of the ordinance for the regulation of shopping cart containment and retrieval, Ordinance No. 1187.

Background: On April 4, 2018, City Council adopted Ordinance No. 1187 (Attachment 1), an ordinance adding Article 8 to Chapter 2, Division 2 and Article 11 to Chapter 1, Division 7 of the Ukiah City Code (UCC) to regulate shopping cart containment and retrieval. An amendment to Ordinance No. 1187 amending UCC Sections 6096 and 6098 to more closely parallel the Business and Professions Code Section 22435.2 and avoid preemption issues was adopted by Council on December 5, 2018, through Ordinance No. 1191 (Attachment 2).

Council requested a one-time review of the Ordinance one year after the effective date of the Ordinance. Staff provided this update on July 3, 2019. A summary of the July 3, 2019 report is below:

- Ordinance No. 1187 became effective May 4, 2018. On May 9, 2018, the Community Development Department (CDD) released packets informing the businesses of the new ordinance. The packets also included a shopping cart plan template that could be used by the businesses to complete their plans.
- By August 7, after a 90-day grace period suggested by the shopping cart ad hoc, four shopping cart plans had been received. Of the four plans received, two plans (10% of businesses) met ordinance requirements and were approved by CDD. No shopping cart plans were received from 16 businesses.
- CDD conducted an extension outreach campaign via phone in August. Two additional businesses submitted plans, which were approved.
- CDD released a first warning letter to the 80% of businesses still out of compliance, as well as follow-up calls to the businesses. Six plans were submitted as a result of this effort, and all six plans were approved.
- CDD released a final warning letter to the 10 businesses still out of compliance as of December 3, 2018. This final warning letter marked the start of the code enforcement proceedings and was referred to as a Notice of Violation. Four additional shopping cart plans were received and approved as a result of this letter.

- As of January 1, 2019, 14 businesses (70%) were in compliance with shopping cart plan requirements listed in Ordinance No. 1187. The remaining six businesses were referred to the City Attorney's Office for code enforcement legal proceedings.

- As a result of the City Attorney's letters, two additional businesses were brought into compliance as of June 26, 2019.

- As of July 3, 2019, the remaining four businesses were still out of compliance with Ordinance No. 1187.

Overall, during its first year of implementation the Ordinance appeared effective in accomplishing the intentions of the ad hoc and reducing the number of abandoned carts citywide, as well as reducing the impact related to cart retrieval on Ukiah Police Department (UPD) officers related to cart retrieval.

Enforcement responsibilities and efforts increased, however, for CDD Staff and the City Attorney's Office. Additionally, it was only through CDD and City Attorney enforcement efforts that 90% of businesses achieved compliance with the Ordinance. CDD staff time per business on average, for example, was approximately 10-15 hours. This was a point to be reviewed and considered in the future.

The Council received the report and provided direction to Staff to present annual reports on the Ordinance going forward.

In accordance with this direction, this 2019-2020 annual report provides an update since July 3, 2019, as well as evaluating the effectiveness of the Ordinance in accomplishing the policy directive of the Council.

Discussion: Section 2384F of Ordinance No. 1187 requires that "every two years a business owner may renew an exemption or a previously approved shopping cart plan, without modification, if no more than six of the owner's shopping carts have been found off-site within the previous three months. The owner shall submit a written application for renewal by July 1st, together with the owner's statement that no more than six of the business's shopping carts have been found off-site within the previous three months." To assist the businesses in meeting this biennial plan renewal requirement, on May 5, 2020, CDD Planning Division staff sent letters to the 16 businesses that had submitted approved plans in 2018-2019. Staff did not send biennial renewal letters to the four businesses that still, as of May 4, 2020, had never submitted a shopping cart plan.

At the time of development of the Ordinance, Staff and the ad hoc believed the biennial plan renewal process would be relatively straightforward and involve little effort by Staff or the businesses. Staff approached the biennial renewal process from this standpoint, sending courtesy letters to each of the 16 businesses that had previously submitted approved plans and making one follow-up call to each business that had not met the biennial renewal requirement by July 1, 2020.

As of August 26, 2020, six businesses had submitted new plans meeting the requirements of the Ordinance and three businesses had submitted a written statement that there had been no changes to their previously approved plans. Although these nine businesses (45%) are materially in compliance with Ordinance No. 1187, the three businesses submitting written statements of no plan changes did not make a statement that no more than six of their businesses' shopping carts were found off-site within the previous months, per Section 2384F.

Seven businesses that had previously submitted approved plans had not completed their biennial plan renewal by July 1, 2020, and are now out of compliance with the Ordinance.

Overall compliance statistics are as follows:

- Zero (0) businesses met the requirement of submitting an owner's statement that no more than six of the business's shopping carts have been found off-site within the previous three months.
- Nine (9) businesses (45%) submitted approved plans or statements that their plans had not changed, and besides not having the owner's statement, are in full compliance with the Ordinance.
- Seven (7) businesses (35%) with previously approved plans have not met their biennial plan renewal requirement and are currently out of compliance with the Ordinance.
- Four (4) businesses (20%) still have never submitted plans and are out of compliance.

Overall Evaluation of the Ordinance, 2019-2020:

The Ukiah Police Department reported a 63% increase in the number of shopping cart citations issued between June 2019 and July 2020, as well as mentioning there are "a large number" of unclaimed carts at the City yard. UPD also reported that as of December 31, 2019, the California Shopping Cart Retrieval Service had collected 1,594 shopping carts citywide (due to budgetary issues, UPD is no longer tracking current data from this company).

Comparing 2018-2019 to 2019-2020, it appears that when an increased amount of time is dedicated by Staff in outreach and enforcement efforts, primarily by the Community Development Department and City Attorney's Office, more businesses achieve compliance with the ordinance. This in turn leads to fewer abandoned shopping carts citywide and less impact to UPD in the issuance of citations. These two metrics- fewer abandoned shopping carts and less impact to UPD officers- were the two primary objectives of the ad hoc and Council in developing the Ordinance.

Given the challenges with implementation and general lack of compliance, Staff recommends Council consider directing Staff to review compliance and enforcement and provide recommendations for Council's consideration.

Recommended Action: Receive report from Staff and direct Staff to review compliance and enforcement and provide recommendations for Council's consideration at a future Council Meeting.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Captain Sean Kaeser, Ukiah Police Department; Darcy Vaughn, Assistant City Attorney

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 1187**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING ARTICLE 8 TO CHAPTER 2, DIVISION 2 AND ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE SHOPPING CART CONTAINMENT AND RETRIEVAL**

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

SECTION ONE. FINDINGS AND DECLARATION OF INTENT:

The City Council of the City of Ukiah hereby finds and declares as follows:

1. Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City.
2. The accumulation of wrecked, dismantled and abandoned shopping carts on public and private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City.
3. The intent of this Ordinance is to ensure that measures are taken by businesses that own and use shopping carts to prevent the removal of shopping carts from store premises.
4. This Ordinance is based in part on California Business and Professions Code section 22435 and following.

SECTION TWO. Article 8, entitled "Shopping Cart Containment and Retrieval" is added to Chapter 2, Division 2 of the Ukiah City Code and shall read as follows.

ARTICLE 8. SHOPPING CART CONTAINMENT AND RETRIEVAL

Sections:

- 2380 Applicability.
- 2381 Definitions.
- 2382 Prohibitions.
- 2383 Shopping cart identification signs.
- 2384 Shopping cart plan.
- 2385 Enforcement.

§2380 Applicability.

This Article applies to:

- A. Each business owner in the City that provides shopping carts for customer use on the business premises; and
- B. Any person who removes or who is in possession of or who has abandoned an off- site shopping cart.

§2381 Definitions.

Administrator means the Director of Planning and Community Development or his or her designee.

Business owner or *owner* means one or more persons or any legal entity, such as, but not limited to, a corporation, limited liability company, partnership or association that owns a business that provides shopping carts for customer use on the premises.

Off-site shopping cart means a shopping cart that has been removed from the premises where it belongs in violation of the requirements of this Article.

Premises means the entire area owned or under the control of a business owner, including the parking area and for businesses in a shopping center or other development where common areas serve more than one business, the common area shared by the business with other businesses in the development.

Shopping cart or *cart* means a basket or a similar device which is mounted on wheels and is generally owned and used as part of a retail establishment and used by a customer for transporting goods.

Shopping cart plan means a document submitted to the City by the business owner, under Ukiah City Code Section 2384.C.

§2382 Prohibitions.

A. Prohibitions Applicable to Business Owners. It is unlawful and a violation of this Article for a business owner to:

1. Fail to affix an identifying sign to each shopping cart;
2. Fail to submit a shopping cart plan or request for exemption in conformance with Ukiah City Code Section 2384.B;
3. Fail to comply with an approved shopping cart plan; or
4. Allow or authorize a shopping cart to be removed from the premises, except to allow for shopping carts to be serviced or repaired by a qualified and licensed company off-site.

B. Other Prohibitions. It is unlawful and a violation of this Article for a person to:

1. Remove a shopping cart from the premises where it belongs; or
2. Possess an off-site shopping cart; or
3. Abandon an off-site shopping cart; or
4. Alter, convert, or tamper with a shopping cart, or remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a shopping cart.

§2383 Shopping cart identification signs.

The business owner shall have a sign permanently affixed to each cart in a prominent location.

The sign shall include all of the following information:

- A. The identity of the owner of the cart or the business, or both;
- B. The valid address or phone number of the business for returning the cart to the owner or business;
- C. Notice to the public that the unauthorized removal of the cart from the premises or the unauthorized possession of the cart is a violation of state law and of the Ukiah City Code; and
- D. Notice to the public that there shall be no authorized removal of the cart from the premises.

§2384 Shopping cart plan.

- A. General requirement. Each owner of a business shall submit to the Administrator, obtain approval from the Administrator, and effectively implement a shopping cart plan in accordance with this Article.
- B. Exemptions. A business owner is exempt from this Article, for two years at a time, if the owner submits an exemption request and meets all of the following requirements:
 - 1. The business has effective restraints that prohibit any carts from exiting the premises or from operating off the premises. Examples of such effective restraints include but are not limited to: poles attached to carts to keep them from passing a certain point; electronic wheel locks on all carts which prevent wheels from rolling past the perimeter of the premises; physical constraints such as bollards; and continuous use of courtesy clerks to accompany customers and return the carts to the store.
 - 2. The business secures all shopping carts during the hours the business is closed by storing carts inside or locking them outside.
- C. Contents of the shopping cart plan. The shopping cart plan shall include all of the following elements:
 - 1. Name, address and telephone number of the business, the business owner and the name and telephone number of the on-site manager.
 - 2. The number of on-site shopping carts, and a description of how the business owner intends to comply with the requirements for sign identification on carts.
 - 3. Public notices. A description of a customer education process by which the business owner will inform customers that the removal or off-site possession or abandonment of carts is a violation of state law and this Article. This information may include business signs posted in prominent places, flyers, warnings on shopping bags, direct mail, in-

store announcements, or other means demonstrated to be effective. Public notice to customers shall include signage permanently affixed to each shopping cart that identifies the owner of the cart or the retailer, or both, as set forth in Business & Professions Code Section 22435.1 and Section 2383 of this Code.

4. Employee training. A description of an annual (or more frequent) employee training program to educate existing and new employees about the shopping cart plan.
5. Loss prevention. A description of the measures that the business owner will implement to prevent the removal of shopping carts from the premises. These measures may include any of those listed in subsection B of this section or use of security personnel to prevent removal, security deposit for use of a cart, or other measures demonstrated to be effective.
6. Cart retrieval. A plan for mandatory retrieval of off-site shopping carts on at least a weekly basis, and within three business days of notice from the City under Ukiah City Code Section 2385.A. The Administrator may require retrieval on a more frequent time schedule based on the number of off-site carts from the business requiring retrieval. Cart retrieval may be done by the business owner, business employees or agents, or a cart retrieval service contracted for by the business owner or by a combination of owners. A business owner is not required to retrieve an off-site cart in someone's possession and containing personal property of the person.
7. Implementation: The plan shall describe the measures the owner intends to take to prevent the removal of shopping carts from the premises, to retrieve off-site shopping carts on at least a weekly basis, and to modify these measures should they result in circumstances that would justify revocation of the plan as set forth in Subsection G of this Section.

D. Administrator review. Within 30 days after a shopping cart plan is submitted, the Administrator shall render a decision to approve or deny the plan, or to request additional information. If a plan is rejected as incomplete or inadequate, or if additional information is needed, the Administrator shall notify the owner in writing. The owner has 30 days from the date such notification is given to submit the additional information or a complete or adequate plan, as the case may be.

The Administrator may deny a plan on any of the following grounds:

1. The plan fails to include the information required under this Article or fails to adequately address the required elements.
2. The plan fails to meet the standards contained in Subdivision C.5 to prevent removal of carts.
3. Implementation of the plan violates this Article, or a local, state or federal law.
4. The owner knowingly makes a false statement in or omits material facts from the plan, or any amendment.

E. Plan modification. The owner may submit a plan modification of any previously approved

shopping cart plan to address changed circumstances or to modify ineffective provisions. The Administrator shall review and consider the modification in the same manner set forth in Subsection D of this Section.

F. Biennial renewal. Every two years a business owner may renew an exemption or a previously approved shopping cart plan, without modification, if no more than six of the owner's shopping carts have been found off-site within the previous three months. The owner shall submit a written application for renewal by July 1st, together with the owner's statement that no more than six of the business's shopping carts have been found off-site within the previous three months.

G. Denial or revocation. The Administrator may revoke a plan approved under Subsection D of this Section, deny a renewal under Subsection F of this Section, or revoke an exemption granted under Subsection B of this Section if:

1. A shopping cart has been found on public property on seven or more occasions within the prior three-month period;
2. The owner has failed to comply with a provision of this Article;
3. The owner has knowingly made a false statement or failed to disclose material information in an application, an amendment or a report required or provided under this Article.

§2385 Enforcement.

A. Retrieval. Whenever the Administrator notifies a business owner of an off-site cart, either verbally or in writing, the owner shall retrieve the cart within three business days.

B. Violations.

The following will be subject to any enforcement procedures permitted by law, as set forth in Subsection C of this Section:

1. An owner who violates this Article or a provision of the owner's approved shopping cart plan;
2. A person who removes or possesses or abandons a shopping cart off-site;
3. A person who alters, converts, or tampers with a shopping cart; or
4. An owner of real property who allows off-site carts to remain on his, her or its real property.

C. The enforcement procedures permitted by law for violations of this Article include:

1. Revocation of an exemption under Ukiah City Code Section 2384.B.
2. The requirement for a stricter shopping cart plan.

3. Prosecution as a misdemeanor under the authority of California Business and Professions Code sections 22435.2, 22435.3 or 22435.13 or Section 6098 of this Code.
4. Imposition of a fine not exceeding (1) one hundred dollars (\$100.00) for a first violation, (2) two hundred dollars (\$200.00) for a second violation within the same year, and (3) five hundred dollars (\$500.00) for each additional violation within the same year.
5. Procedures for abatement of a nuisance under Ukiah City Code Sections 3452.K and 3402.A, the civil and criminal penalties in Ukiah City Code Section 3424, and any other applicable administrative procedures contained in the Ukiah City Code.
6. Civil action for enforcement, including to abate a public nuisance by injunction, the City Council declaring that a violation of this Article constitutes a public nuisance.
7. Proceedings for revocation of a use or site development permit, if applicable.

These enforcement procedures and penalties are cumulative with each other and any other remedy available at law or in equity, and are not mutually exclusive. Any one or more of them may apply and be used or charged in response to a single violation of this Article.

SECTION THREE. Article 11, entitled "Shopping Carts" is added to Chapter 1, Division 7 of the Ukiah City Code and shall read as follows.

ARTICLE 11. SHOPPING CARTS

Sections:

6096 Unauthorized removal, alteration, or possession of a shopping cart.

6097 Definitions.

6098 Penalty for Violation.

§6096 Unauthorized removal, alteration, or possession of a shopping cart.

It is unlawful and a public nuisance for any person to:

- A. Remove a shopping cart from the business premises where it belongs; or
- B. Possess or abandon an off-site shopping cart; or
- C. Alter, convert, or tamper with a shopping cart, remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a cart.

§6097 Definitions.

All terms in this Article shall have the meaning stated in Section 2381 of this Code.

§6098 Penalty for Violation.

In addition to the penalty prescribed in Business and Professions Code Section 22435.3 or any amendment thereof, a violation of this Article is a misdemeanor, subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment in the County jail for a period not exceeding

three (3) months, or by both such fine and imprisonment.

SECTION FOUR.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

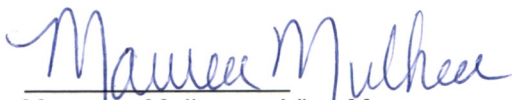
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on March 21, 2018, by the following roll call vote:

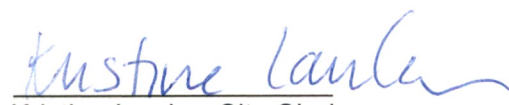
AYES: Councilmembers Brown, Scalmanini, Crane, Mulheren, and Mayor Doble
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on April 4, 2018, by the following roll call vote:

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


Maureen Mulheren, Vice Mayor

ATTEST:


Kristine Lawler, City Clerk

ORDINANCE NO. 1191

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING ARTICLE 11 TO CHAPTER 1, DIVISION 7 OF THE UKIAH CITY CODE TO REGULATE ENFORCEMENT OF SHOPPING CART CONTAINMENT AND RETRIEVAL ORDINANCE.

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

SECTION ONE. Article 11, entitled "Shopping Carts" in Chapter 1, Division 7 of the Ukiah City Code shall be amended to read as follows.

ARTICLE 11. SHOPPING CARTS

Sections:

6096 Unauthorized removal, alteration, or possession of a shopping cart.

6097 Definitions.

6098 Penalty for Violation.

§6096 Unauthorized removal, alteration, or possession of a shopping cart.

It is unlawful and a public nuisance for any person to do any of the following acts, if a shopping cart or laundry cart has a permanently affixed sign in compliance with Section 2383 of this Code:

A. Remove a shopping cart from the business premises where it belongs, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart; or

B. Possess or abandon an off-site shopping cart, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart; or

C. Alter, convert, or tamper with a shopping cart, remove any part or portion thereof or remove, obliterate or alter an identifying sign or serial numbers on a cart, with the intent to temporarily or permanently deprive the business owner or business of possession of the cart.

§6097 Definitions.

All terms in this Article shall have the meaning stated in Section 2381 of this Code.

§6098 Penalty for Violation.

Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor.

SECTION FOUR.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of

this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

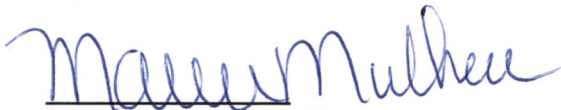
This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on November 7, 2018, by the following roll call vote:

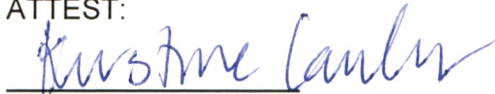
AYES: Councilmembers Brown, Scalmanini, Crane, Mulheren, and Mayor Doble
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on December 5, 2018, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Continued Discussion and Possible Adoption of Resolution Amending Procedures for Annual Appointment and Rotation of Mayor, Vice Mayor, and City Councilmembers.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Dais Seating
2. Mayor Rotation Scenarios
3. Resolution - Redline
4. Resolution A
5. Resolution B

Summary: The City Council will continue their discussion and possibly adopt a resolution amending the guidelines for the annual councilmember rotations.

Background: In 2011, the City Council adopted resolution 2011-44, which established guidelines for how the Mayor and Councilmembers rotate their seating from year to year. The guidelines are based on seniority in a number of given situations, which can sometimes be unclear and requires interpretation by staff for what recommendations to make to Council.

On December 4, 2019, the Council held a discussion followed by the appointment of Mayor Crane and Councilmember Brown to serve on a Mayor Rotation ad hoc, to review the Mayor rotation guidelines and determine if they could be modified to address the discussed concerns.

On August 5, 2020, Council held a discussion for this item, and then continued this item to the August 19th meeting for further discussion and consideration.

On August 19, 2020, due to the late hour of the evening, this item was continued to the September 2nd meeting.

Discussion: The Mayor Rotation ad hoc met and a revised rotation method – shown below - was proposed.

Proposed Method:

Based on the following seating arrangement (See Attachment 1 for image of Dais seating):

Seat 1 – Farthest to Mayor's right
Seat 2 – Middle seat to Mayor's right
Seat 3 – Directly to Mayor's right
Vice Mayor
Mayor

Each year, all members will rotate as follows:

Seat 1 to Seat 2
Seat 2 to Seat 3
Seat 3 to Vice Mayor
Vice Mayor to Mayor
Outgoing Mayor to Seat 1

Rotation with Incoming Councilmembers:

- Outgoing Mayor will rotate into Seat 1.
- New member will rotate into Seat 2, which will give the new member a chance to be Mayor once during their first term.
 - o If there are two new members, then they will rotate into Seat 2 & 3.
 - o If there are three new members:
 - This is the only scenario where – using the new method – a new member would rotate directly into the Vice Mayor position (*see Attachment 2, highlighted scenario.*) Alternatively, the three new members could rotate into Seat 1, 2 & 3; this would put the outgoing mayor back into the vice mayor position, and put the incoming member with the least amount of votes into Seat 1, which would most likely not give them a chance to be mayor in their first term.
 - The seniority given to three new members would remain the same as the current method. With the member having received the most votes going into the most advanced seat.
- Appointed members to unfulfilled terms will be treated as new members in respect to the rotations.

There are an infinite number of combinations and possibilities for how various rotations would look over time; however, Attachment 2 provides some scenarios to show how the proposed method could look over the next couple of years.

Staff Recommendations:

Staff recommends that the City Council have a discussion regarding the following points:

- To keep the old method of rotation, go with the new method, or return back to the ad hoc with direction.
- If going with the new method, discuss the following options regarding the scenario of three new members:
 - Option A** – Incoming members would go into Seat 2, 3, and the Vice Mayor position – meaning the member with the most votes would be placed directly into the Vice Mayor position; this option giving all three incoming members a chance to be mayor once during their first term.
 - Option B** – Incoming members would go into Seat 1, 2, and 3 - meaning the outgoing mayor would rotate directly back to the vice mayor position, and the new member with the least votes would likely not be mayor in their first term.
- If going with the new method, then adopt one of the following resolutions (*a redline version has been*

provided for reference as Attachment 3):

- Resolution for Option A (Attachment 4)
- Resolution for Option B (Attachment 5)

Recommended Action: 1) Conduct a discussion per staff recommendations; and 2) If Council decides to go with the proposed method of rotation, then adopt Resolution A or B, depending on which option Council chooses; or 3) If Council decides not to go with the proposed method, then give direction to the ad hoc and staff.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

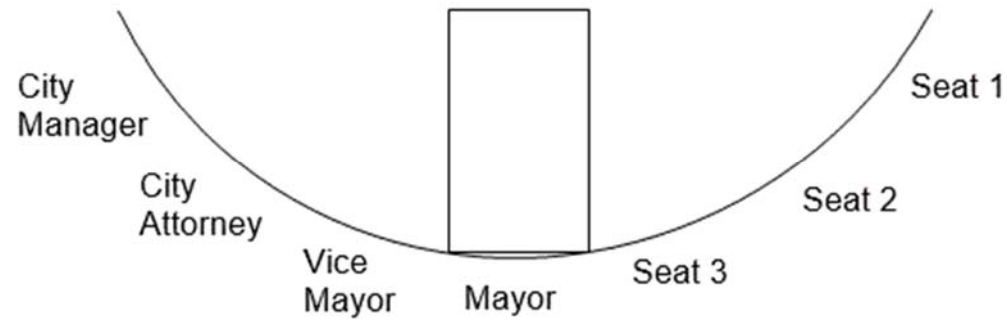
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Rotation Ad Hoc Committee (Crane;Brown) and Sage Sangiacomo, City Manager.

Approved: 
Sage Sangiacomo, City Manager

DAIS SEATING

Audience



Proposed Rotation Method: Leaving Mayor always rotates to Seat 1 on the far right. Incoming members start in the middle seat (this allows a chance to be mayor in a four-year term. All other members rotate one seat up starting from Seat 1, 2, 3, Vice-Mayor, then Mayor.					
RED = Councilmember Term Expirations 2022, 2026, 2030, 2034					
BLUE = Councilmember Term Expirations 2020, 2024, 2028, 2032					
	2019	2020 - Election Year, 2 blue Seats	2021	2022 - Election Year, 3 red Seats	
	Scenario 1: Current Positions	Scenario 2: No New Members	Scenario 3: No New Members from 2	Scenario 4: No New Members from 3	
MAYOR	CouncilMember 1: 2006;2010;2012;2016	Councilmember 2: 2018	Councilmember 3: 2015;2016	CouncilMember 4: 2014;2018;2022	
VICE-MAYOR	Councilmember 2: 2018	Councilmember 3: 2015;2016;2020	Councilmember 4: 2014;2018	CouncilMember 5: 2014;2018;2022	
SEAT 3 - next to Mayor	CouncilMember 3: 2015;2016	CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	CouncilMember 1: 2006;2010;2012;2016;2020	
SEAT 2 - middle	CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	CouncilMember 1: 2006;2010;2012;2016;2020	Councilmember 2: 2018;2022	
SEAT 1 - far right	CouncilMember 5: 2014;2018	CouncilMember 1: 2006;2010;2012;2016;2020	Councilmember 2: 2018	CouncilMember 3: 2015;2016;2020	
		Scenario 2a: CM 1 Replaced	Scenario 3a: No New Members from 2a	Scenario 4a: CM 2 Replaced from 3a	Scenario: CM 2 Replaced from 3
MAYOR		Councilmember 2: 2018	Councilmember 3: 2015;2016	CouncilMember 4: 2014;2018;2022	CouncilMember 4: 2014;2018;2022
VICE-MAYOR		Councilmember 3: 2015;2016	CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018;2022	CouncilMember 5: 2014;2018;2022
SEAT 3 - next to Mayor		CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	Councilmember 6: 2020	CouncilMember 1: 2006;2010;2012;2016;2020
SEAT 2 - middle		CouncilMember 5: 2014;2018	Councilmember 6: 2020	Councilmember 7: 2022, new	Councilmember 6: 2022, New
SEAT 1 - far right		Councilmember 6: 2020, new	Councilmember 2: 2018	CouncilMember 3: 2015;2016	CouncilMember 3: 2015;2016;2020
		Scenario 2b: CM 3 Replaced	Scenario 3b: No New Members from 2b	Scenario 4b: CM 4 Replaced from 3b	Scenario: CM 4 Replaced from 3
MAYOR		Councilmember 2: 2018	CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	CouncilMember 5: 2014;2018
VICE-MAYOR		CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	Councilmember 1: 2006;2010;2012;2016	Councilmember 1: 2006;2010;2012;2016;2020
SEAT 3 - next to Mayor		CouncilMember 5: 2014;2018	CouncilMember 1: 2006;2010;2012;2016	CouncilMember 6: 2020	Councilmember 2: 2018
SEAT 2 - middle		CouncilMember 1: 2006;2010;2012;2016	CouncilMember 6: 2020	Councilmember 2: 2018	Councilmember 6: 2022, new
SEAT 1 - far right		CouncilMember 6: 2020, new	Councilmember 2: 2018	Councilmember 7: 2022, new	CouncilMember 3: 2015;2016
		Scenario 2c: CM 1 & 3 Replaced	Scenario 3c: No New Members from 2c	Scenario 4c: CM 5 Replaced from 3c	Scenario 4 : CM 5 Replaced from 3
MAYOR		Councilmember 2: 2018	CouncilMember 4: 2014;2018	Councilmember 6: 2020	CouncilMember 4: 2014;2018
VICE-MAYOR		CouncilMember 4: 2014;2018	CouncilMember 5: 2014;2018	Councilmember 7: 2020	Councilmember 1: 2006;2010;2012;2016;2020
SEAT 3 - next to Mayor		CouncilMember 5: 2014;2018	Councilmember 6: 2020	Councilmember 2: 2018	Councilmember 2: 2018
SEAT 2 - middle		Councilmember 6: 2020, new	Councilmember 7: 2020	Councilmember 8: 2022, new	Councilmember 6: 2022, new
SEAT 1 - far right		Councilmember 7: 2020, new	Councilmember 2: 2018	CouncilMember 4: 2014;2018	CouncilMember 3: 2015;2016;2020
		Scenario 2d: CM 1, 3, & 5 Replaced	Scenario 3d: No New Members from 2d	Scenario 4d: CM 2,4 Replaced from 3d	Scenario 4 : CM 2,4 Replaced from 3
MAYOR		Councilmember 2: 2018	CouncilMember 4: 2014;2018	Councilmember 6: 2020	CouncilMember 5: 2014;2018
VICE-MAYOR		CouncilMember 4: 2014;2018	Councilmember 6: 2020	Councilmember 7: 2020	CouncilMember 1: 2006;2010;2012;2016;2020
SEAT 3 - next to Mayor		Councilmember 6: 2020, new	Councilmember 7: 2020	CouncilMember 8: appt to fill term	Councilmember 6: 2022, new
SEAT 2 - middle		Councilmember 7: 2020, new	CouncilMember 8: appt to fill term	Councilmember 9: 2022, new	Councilmember 7: 2022, new
SEAT 1 - far right		CouncilMember 8: appt to fill term, new	Councilmember 2: 2018	Councilmember 10: 2022, new	Councilmember 3: 2015;2016
					Scenario 4e: CM 2,5 Replaced from 3
MAYOR					Councilmember 4: 2014;2018
VICE-MAYOR					CouncilMember 1: 2006;2010;2012;2016;2020
SEAT 3 - next to Mayor					Councilmember 6: 2022, new
SEAT 2 - middle					Councilmember 7: 2022, new
SEAT 1 - far right					Councilmember 3: 2015;2016
					Scenario 4f: CM 4,5 Replaced from 3
MAYOR					CouncilMember 1: 2006;2010;2012;2016;2020
VICE-MAYOR					Councilmember 2: 2018
SEAT 3 - next to Mayor					Councilmember 6: 2022, new
SEAT 2 - middle					Councilmember 7: 2022, new
SEAT 1 - far right					Councilmember 3: 2015;2016
					Scenario 4g: CM 2,4,5 Replaced from 3
MAYOR					CouncilMember 1: 2006;2010;2012;2016;2020
VICE-MAYOR					Councilmember 6: 2022, new
SEAT 3 - next to Mayor					Councilmember 7: 2022, new
SEAT 2 - middle					Councilmember 8: 2022, new
SEAT 1 - far right					Councilmember 3: 2015;2016

RESOLUTION NO. ~~2011~~2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RULES GOVERNING COUNCIL MEETINGS****WHEREAS,**

1. The City Council has adopted by resolution Procedures of Conduct for City Council Meetings, last revised on ~~July 20, 2005~~ November 2, 2011 ("Procedures"); and
2. The City Council has determined to revise the rules governing the Mayoral Rotation and Seating Arrangement for Council.

NOW, THEREFORE, BE IT RESOLVED that the title and Section 7 of the Procedures are amended as follows:

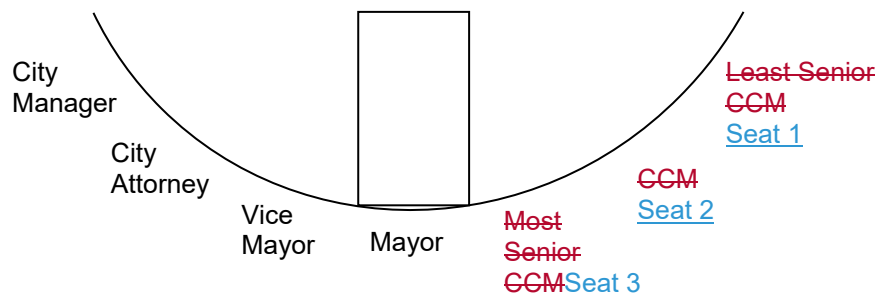
TITLE: City of Ukiah City Council Meeting Procedures

SECTION 7. VOTING PROCEDURE**I. Mayoral Rotation and Seating Arrangement for Council**

It is the policy of the City Council that the office of Mayor be rotated ~~insofar as possible~~ among the members of the City Council and that the Mayor shall serve a term of one year or until a successor is appointed. The City Council shall choose one of its members as Mayor, and one of its members as Vice Mayor, at the same regular meeting in the month of December when the election results are presented.

Rotation is based on the following seating arrangement:

Seat 1 – Farthest to Mayor's right
Seat 2 – Middle seat to Mayor's right
Seat 3 – Directly to Mayor's right
Vice Mayor
Mayor



Each year, all members will rotate as follows:

Seat 1 to Seat 2
Seat 2 to Seat 3
Seat 3 to Vice Mayor
Vice Mayor to Mayor
Outgoing Mayor to Seat 1

Incoming Councilmembers:

- Outgoing Mayor will
[Resolution A] rotate into Seat 1.
[Resolution B] either rotate into Seat 1, or into Vice Mayor position if there are three
incoming members.
- New member will rotate into Seat 2;
- If there are two new members, then they will rotate into Seat 2 & 3.
- If there are three new members:

[Resolution A] then incoming members will go into Seat 2, 3, and the Vice Mayor position,
with the member having received the most votes going into Vice Mayor position, and the
member with the least votes going into Seat 2.

[Resolution B] then incoming members will go into Seat 1, 2, and 3, with the member
having received the most votes going into Seat 3, and the member with the least votes
going into Seat 1.

- Appointed members to unfulfilled terms will be treated as new members in respect to the
rotations.

~~The rotation is based on seniority. The Vice Mayor shall replace the outgoing Mayor. It is the intent and desire of the City Council to allow every member the opportunity to serve as Mayor, and consideration is given to those members of the Council who have not previously served as Mayor unless all members have so served.~~

~~The City Council shall, at its first regular meeting in the month of December, meet and choose one of its members as Mayor, and one of its members as Vice Mayor. The Mayor's seat shall be filled by the most senior member in length of uninterrupted service who has not previously served as Mayor. The Councilmember selected as Mayor, however, shall have served at least one year as a member of the City Council.~~

~~Where all Councilmembers have served a term as Mayor, the person to be selected as Mayor shall be the person who has not served as Mayor for the longest period of time. If the person who has not served as Mayor for the longest period of time declines the position, then the person who has not served as Mayor for the longest period of time other than the declining Councilmember or Councilmembers shall be selected.~~

~~When a selection of Mayor is to be made from a Councilmember who has not yet served as Mayor, the person who is otherwise qualified and has served on the Council the longest without being Mayor shall be selected as Mayor. In the case where two or more persons qualified to be selected as Mayor have served the same amount of time as a~~

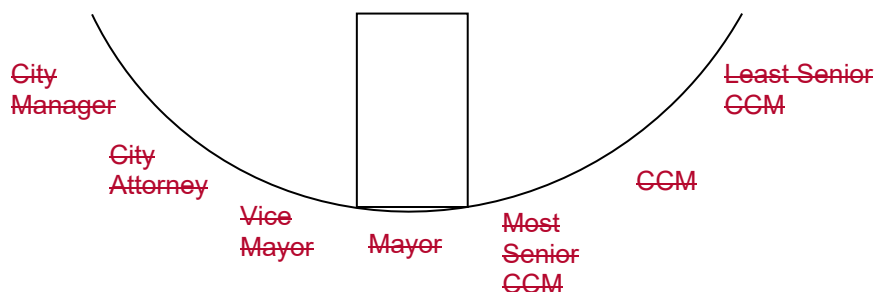
~~Councilmember without being Mayor, the person selected shall be the person who received the most votes at their initial election.~~

~~At the time of selection of the Mayor in any given year, the individual who would qualify to be selected as Mayor in the next following year, using the criteria above, shall be named Vice Mayor for the current year.~~

If a Councilmember declines to serve as Vice Mayor, the Council will decide by formal action where the member will fit into the rotation at the December meeting. The Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

~~The Mayor and Councilmembers shall be seated as follows, seating assignments given from the perspective facing the audience:~~

- ~~A. The Mayor and Councilmembers shall sit in the five of seven furthest rightward positions on the dais.~~
- ~~B. The Mayor's position shall be the fourth from the right or center of the dais.~~
- ~~C. The Vice Mayor shall be seated immediately to the Mayor's left or left hand side.~~
- ~~D. Following the installation of new Councilmembers into office, Councilmembers leaving office shall immediately step down from the dais. Incumbent Councilmembers shall then assume any positions vacated to their left. Newly elected or appointed Councilmembers shall be seated at the far right of the dais. If more than one Councilmember is newly elected, they shall be seated in order of votes cast, with the lowest vote getter being seated furthest right and the highest vote getter being seated to the left.~~
- ~~E. Except as described in subsection F below, following the annual rotation of the Vice Mayor, the exiting Vice Mayor shall move right to the Mayor's position in the center of the dais, the newly selected Vice Mayor shall move to the Mayor's left hand side, and the remaining Councilmembers shall move one seat to their left.~~
- ~~F. Following the annual rotation of the Vice Mayor during general election years, the newly elected Councilmembers shall remain in the furthest right seats and only incumbent Councilmembers shall rotate positions as described in subsection E above.~~
- ~~G. To the extent that the foregoing rules do not address Councilmember seating changes or rotations, the City Council shall determine the seating location by formal action of the same at a regular, special, or adjourned meeting.~~



BE IT FURTHER RESOLVED that the amended version of Section 7 as contained in this Resolution shall replace Section 7 in the City Council Meeting Procedures as it read prior to the adoption of this Resolution.

PASSED AND ADOPTED this ~~2nd~~^{5th} day of ~~November~~^{August}, ~~2014~~²⁰²⁰, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

~~Mari Rodin~~^{Douglas F. Crane}, Mayor

~~JoAnne Currie~~^{Kristine Lawler}, City Clerk

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RULES GOVERNING COUNCIL MEETINGS

WHEREAS,

- 1. The City Council has adopted by resolution Procedures of Conduct for City Council Meetings, last revised on November 2, 2011 (“Procedures”); and
- 2. The City Council has determined to revise the rules governing the Mayoral Rotation and Seating Arrangement for Council.

NOW, THEREFORE, BE IT RESOLVED that the title and Section 7 of the Procedures are amended as follows:

TITLE: City of Ukiah City Council Meeting Procedures

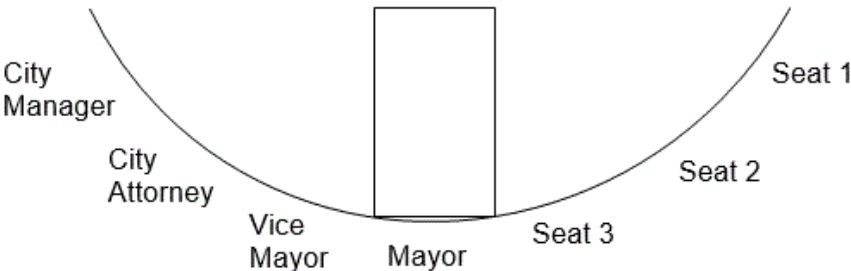
SECTION 7. VOTING PROCEDURE

I. Mayoral Rotation and Seating Arrangement for Council

It is the policy of the City Council that the office of Mayor be rotated among the members of the City Council and that the Mayor shall serve a term of one year or until a successor is appointed. The City Council shall choose one of its members as Mayor, and one of its members as Vice Mayor, at the regular meeting in the month of December when the election results are presented.

Rotation is based on the following seating arrangement:

- Seat 1 – Farthest to Mayor’s right
- Seat 2 – Middle seat to Mayor’s right
- Seat 3 – Directly to Mayor’s right
- Vice Mayor
- Mayor



Each year, all members will rotate as follows:

- Seat 1 to Seat 2
- Seat 2 to Seat 3
- Seat 3 to Vice Mayor
- Vice Mayor to Mayor
- Outgoing Mayor to Seat 1

Incoming Councilmembers:

- Outgoing Mayor will rotate into Seat 1.
- New member will rotate into Seat 2;
- If there are two new members, then they will rotate into Seat 2 & 3.
- If there are three new members, then incoming members will go into Seat 2, 3, and the Vice Mayor position, with the member having received the most votes going into the Vice Mayor position, and the member with the least votes going into Seat 2.
- Appointed members to unfulfilled terms will be treated as new members in respect to the rotations.

If a Councilmember declines to serve as Vice Mayor, the Council will decide by formal action where the member will fit into the rotation at the December meeting. The Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

BE IT FURTHER RESOLVED that the amended version of Section 7 as contained in this Resolution shall replace Section 7 in the City Council Meeting Procedures as it read prior to the adoption of this Resolution.

PASSED AND ADOPTED this 5th day of August, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING RULES GOVERNING COUNCIL MEETINGS****WHEREAS,**

1. The City Council has adopted by resolution Procedures of Conduct for City Council Meetings, last revised on November 2, 2011 ("Procedures"); and
2. The City Council has determined to revise the rules governing the Mayoral Rotation and Seating Arrangement for Council.

NOW, THEREFORE, BE IT RESOLVED that the title and Section 7 of the Procedures are amended as follows:

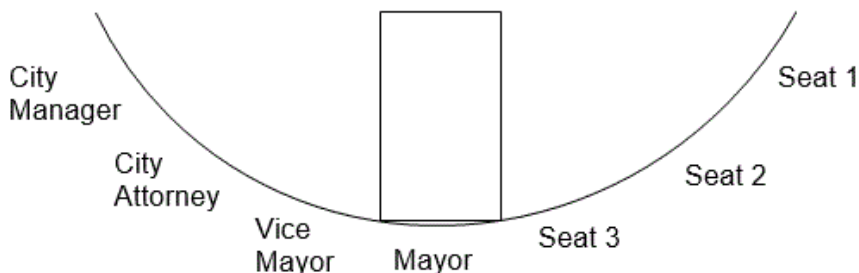
TITLE: City of Ukiah City Council Meeting Procedures

SECTION 7. VOTING PROCEDURE**I. Mayoral Rotation and Seating Arrangement for Council**

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Rotation is based on the following seating arrangement:

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 Seat 3 – Directly to Mayor's right
 Vice Mayor
 Mayor



Each year, all members will rotate as follows:

- Seat 1 to Seat 2
- Seat 2 to Seat 3
- Seat 3 to Vice Mayor
- Vice Mayor to Mayor
- Outgoing Mayor to Seat 1

Incoming Councilmembers:

- Outgoing Mayor will either rotate into Seat 1, or into Vice Mayor position if there are three incoming members.
- New member will rotate into Seat 2;
- If there are two new members, then they will rotate into Seat 2 & 3.
- If there are three new members, then incoming members will go into Seat 1, 2, and 3, with the member having received the most votes going into Seat 3, and the member with the least votes going into Seat 1.
- Appointed members to unfulfilled terms will be treated as new members in respect to the rotations.

If a Councilmember declines to serve as Vice Mayor, the Council will decide by formal action where the member will fit into the rotation at the December meeting. The Council has the ultimate discretion to elect or not elect any Councilmember for any office at the December meeting.

BE IT FURTHER RESOLVED that the amended version of Section 7 as contained in this Resolution shall replace Section 7 in the City Council Meeting Procedures as it read prior to the adoption of this Resolution.

PASSED AND ADOPTED this 5th day of August, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Discussion with Possible Direction to Staff Regarding Draft Objective Development and Design Standards and Flexible Parking Options for Multi-family Residential Development.

DEPARTMENT: Community Development

PREPARED BY: Mireya Turner, Associate Planner

PRESENTER: Mireya Turner, Planning Manager

ATTACHMENTS:

1. Flexible Parking Options
2. Objective Standards
3. PC and DRB Minutes

Summary: City Council will discuss and possibly provide direction to Staff on the draft Objective Design and Development Standards and the Flexible Parking Standards.

Background:

The 2019-2027 General Plan Housing Element Tasks 1e and 3b read as follows:

1e. *"Develop standards and design guidelines for residential development in the Medium Density Residential (R-2) and High Density Residential (R-3), Community Commercial (C-1) and Heavy Commercial (C-2) zoning districts."*

3b. *"Develop flexible parking policies for new residential development."*

Council's review and possible direction on the draft Standards is a part of the City's ongoing effort to accomplish the Implementing Programs of the Housing Element. SB 2 grant funding is dedicated to this priority.

SB 2 planning grant funds were awarded by the State Department of Housing and Community Development (HCD) to the City in October 2019 through Standard Agreement #19-PGP-13298, in the amount of \$160,000, to facilitate efforts to streamline the production of housing. As described in the grant application, the City's Project "Priority Policy Area (PPA) 1" is to establish,

"Zoning revisions to streamline multi-family housing production-by-right housing; development of objective design and development standards; and development of zoning recommendations for additional housing incentives."

The area required for parking in multi-family dwellings can be cost-prohibitive for developers, while also not reflective of today's residents and their various modes of travel. Flexible parking standards in new residential development will support and encourage housing, particularly for lower-income housing stock. Objective development and design standards offer developers the opportunity to save between two and five months in the entitlement approval process by removing the design review process for individual projects. The Objective

Standards allow for flexibility while holding a development project to standards in order to produce housing that fits and complements the City's residential character.

The Public Review Drafts of the Flexible Parking Standards and Objective Design and Development Standards are included as Attachments 1 and 2.

Flexible Parking Standards

The Design Review Board and Planning Commission reviewed the draft Flexible Parking Standards at a Joint Meeting on June 10, 2020. Both bodies approved a recommendation of the Moderate Reduction to Residential Parking Standards, and Unbundled Parking Options with a minimum requirement of one (1) standard parking space per unit of housing.

Objective Design and Development Standards

At its June 25, 2020 meeting, the Design Review Board recommended approval of the Objective Design and Development Standards, and requested the following comments be conveyed to the Council:

- Remove A.9.c Street-facing Structures. Structures at the street shall have a front entry oriented to the street.
- Add an indoor parking option to A.14 Parking and Circulation.
- Remove 14.a.4.b Carports shall be located no more than 50 feet from the dwelling units they serve.
- Amend B.7.c.1 to read: "Non-reflective standing seam metal roofs in shades of tan, brown, black, *red, and light blue.*"
- Amend B.8 Screening to read, "All screening of ground-mounted, *wall-mounted*, and roof-mounted equipment shall be painted in accordance with the approved color palette for the project. *Visual screening shall be installed if ground-mounted or wall-mounted equipment faces the street.*"
- Add requirement, "*The edge of veneers should not be obvious, such as by avoiding vertical joints at exterior corners.*"

The Planning Commission approved consensus on the following comments at their July 22, 2020 meeting:

- Add/modify language to clarify and differentiate between 10.a.3 Landscaping and 11.b.3 Site Landscaping.
- Modify 11.b.4 to read as follows, "In addition to the Exterior Lighting standards in Subsection (A)(15), public open spaces shall incorporate accent lighting. Accent lighting may include string lighting in trees or crisscrossed over pedestrian area via courtyards, or plazas; ~~tree-up-lighting~~; lighting in fountains; or lighting of significant structures or architectural design features."
- Modify B.7.c.1 Roof Design and Materials to read as follows, "Non-reflective standing seam metal roofs in shades of tan, brown, black, *light blue, red, and green.*"

On August 12, 2020, the Planning Commission approved a approval to the City Council of the Objective Design and Development Standards. Additionally, they requested Staff convey their concern of a possible conflict between the Guest Parking (Objective Design and Development Standards, Section 14.a.4.b) and the Maximums in Lieu of Minimums option within the Flexible Parking Standards. The Commission recommended a reduction in the number of guest parking spaces required per unit of housing, as a possible remedy to the conflict.

The Minutes of the above-described meetings are included as Attachment 3.

Agency Comments

Administrative Review Drafts of the Objective Standards and Flexible Parking Standards were circulated to the City of Ukiah Community Development Department – Building Division, Public Works Department, Electric Utility Department, Police Department, and Ukiah Valley Fire Authority. No changes were requested by these agencies.

Environmental Documentation

The California Environmental Quality Act (CEQA) defines a project as an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following (Sections 15378 and 21065):

- (a) An activity directly undertaken by any public agency.
- (b) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- (c) An activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

Consideration of the Objective Development and Design Standards and Flexible Parking Standards for Staff direction is not a project within this CEQA definition, and therefore, a CEQA determination is not required.

Discussion: The City Council is asked to review and provide direction to Staff on the draft Objective Design and Development Standards and the Flexible Parking Standards. The two sets of standards, as approved by Council, will be integrated into a comprehensive Zoning Code update addressing housing. The draft Zoning Code update will go through the required agency reviews of a zoning text amendment and will return to Council for final review and possible adoption at a future meeting.

Recommended Action: Staff recommends the Council review the draft Flexible Parking Standards, and the draft Objective Design and Development Standards, and provide Staff with direction.

BUDGET AMENDMENT REQUIRED: N/A

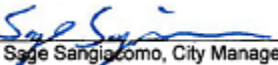
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mireya Turner, Planning Manager

Approved: 
Sage Sangiacomo, City Manager



Flexible Parking Standards

PARKING FOR NEW RESIDENTIAL DEVELOPMENT

California is amid a housing crisis. Communities throughout the State are challenged with accommodating their fair share of housing production, many of which are exploring innovative solutions to that challenge. One such strategy is reexamining the number of parking spaces required for new residential development. Through its Zoning Code, the City of Ukiah has a unique opportunity to reduce parking requirements in order to remove barriers to and reduce costs for multi-family and low-income housing development.

What are Parking Standards?

Parking standards are regulations set forth by a county or city requiring new buildings to include a fixed minimum number of off-street parking spaces based on an assumed demand for parking generated by the building use.

This practice dates back to the early 1950s when rapid urban and suburban development resulted in a dramatic increase in the number of privately owned cars and a shortage of parking spaces.

Overview

Through their zoning code, most cities establish a minimum number of off-street parking spaces that must be created for each dwelling unit in a residential development. These requirements can be based on the number of bedrooms in each unit or on a per unit basis, and sometimes may even vary by project or location.

Parking standards are created to ensure that new residents have a dedicated space for their vehicles without creating a burden on on-street and public parking. However, these same parking requirements often lead to an increase in the cost of developing housing by increasing the land area required for a residential project. In turn, residential developments, especially multi-family and low-income projects, become increasingly more expensive and less affordable. Due to the increased cost of construction, tenants end up paying higher housing costs even if they don't use the parking spaces. Most often, the parking requirements go beyond what is actually needed to ensure that residents have adequate parking, which results in an excess of unused parking spaces.

Communities seeking to expand the supply of housing are revisiting their zoning codes to determine whether current parking requirements can be reduced. In doing so, those communities may reduce the cost of housing for residents, potentially lower development costs, and potentially free up land for additional dwelling units.

City of Ukiah Housing Element (2019-2027)

The Housing Element is one of seven State mandated elements that every general plan must contain. This Element provides an analysis of existing barriers to development, the community's housing needs for all income levels, and the strategies to respond to those needs. Adopted on October 23, 2019, the City of Ukiah, with assistance from the State Department of Housing and Community Development (HCD), updated its Housing Element for the 2019-2027 planning cycle. This update brought about substantive changes in format and content from the previously adopted Element to address the multitude of policy changes brought about by the 2017 Housing Bills package signed into law by the Governor.

One barrier to affordable housing the Housing Element addresses is parking standards and requirements. According to the Element, excessive parking requirements may serve as a constraint to residential development by increasing development costs and reducing the amount of land available for additional units or project amenities. As discussed in further detail in the Ukiah City Code: Zoning (Chapter 2) section of this paper, the City generally requires one parking space for one-bedroom apartment units and two spaces for two-bedroom apartment units. Relief from these parking requirements may be granted in some instances through the discretionary review process. These instances include day and nighttime use offsets, mixed-use developments, and special housing developments (i.e. housing for seniors and disabled persons).

Based on feedback from multi-family developers and community stakeholders during the Housing Element Update, the City learned that despite the flexibility in existing parking standards, the requirements may be unintentionally resulting in a reduction of the number of dwelling units feasible on a site. In particular, the requirements may serve as a potential constraint to the development of moderate-income, and affordable housing. To address this issue, the 2019-2027 Housing Element included the following goal, policies, and implementation program regarding parking requirement constraints:

Goal H-3: Remove governmental constraints to infill housing development.

Policies to Support Goal H-3

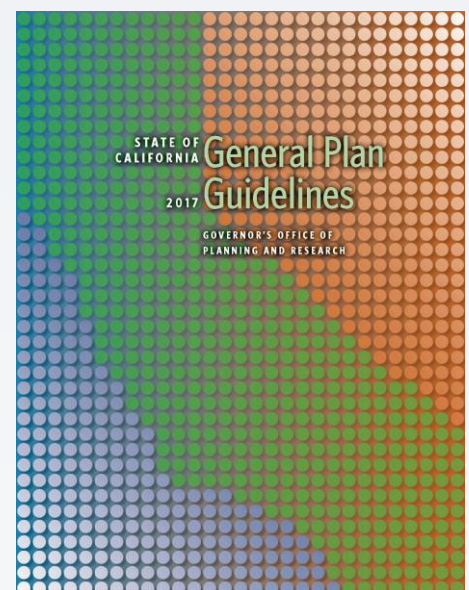
Policy 3-1: Improve building and planning permit processing for residential construction.

Policy 3-2: Encourage the use of density bonuses and provide other regulatory concessions to facilitate housing development.

What is a General Plan?

California law requires that every city and county adopt a general plan “for the physical development of the city and any land outside its boundaries that bear relation to its planning” (California Government Code Section 65300, et. Sec.).

A general plan serves as the jurisdiction's “constitution” or “blueprint” for future decisions concerning a variety of topics including land use, health and safety, and circulation. The Housing Element and Land Use Element are two of the seven State-mandated elements of the Ukiah General Plan that set forth both land use and housing policies in the community.



The OPR General Plan Guidelines aids cities and counties in the preparation and content of general plans

Implementation Program to Support Goal H-3

3b: Develop flexible parking policies for residential development.

The intent of this policy is to reduce parking requirements; especially in zoning districts that allow for lower-income housing developments.

Responsibility: Community Development Department, Planning Services Division; Planning Commission; City Council

Funding: Department budget and other funding sources as available.

Schedule: Complete draft policy by June 30, 2020.

The following summarizes other key goals in the Housing Element related to the production and preservation of multi-family and special needs housing:

Goal H-2. Expand housing opportunities for all economic segments of the community, including special needs populations.

Goal H-4. Promote well-planned and designed housing opportunities and projects for all persons, regardless of race, gender, age, sexual orientation, marital status, or national origin.

Goal H-5. Provide support for future housing needs.

To help achieve these goals, the Housing Element includes the following policies related to the development of multi-family and special needs housing:

Policy 2-2: Encourage the development of a variety of different types of housing.

Policy 2-5: Facilitate the production of housing for all segments of the Ukiah population, including those with special needs.

Policy 5-2: Continue to encourage and facilitate public participation in the formulation and review of the City's housing and development policies.

Policy 5-3: Assume a leadership role in the development of all types of housing in the community.



The City of Ukiah Housing Element was adopted on October 23, 2019, for the 2019-2027 Planning Cycle.

City of Ukiah Land Use Element (1995)

Similar to the Housing Element, the Land Use Element is one of the seven mandated elements California law requires to be a part of a general plan. The purpose of a Land Use Element is to identify the locations and types of land uses that are to be designated throughout a city and its planning area. These land use classifications are intended to show the future use of lands during the life cycle of a general plan.

The Element provides broad classifications for how land can be used. Subsequently, these classifications form the foundation upon which the zoning and subdivision regulations are developed. It is from the implementation of these regulations, that the goals, policies, and implementation measures specified in the General Plan are applied. The culmination of all General Plan policy programs in the Land Use Element ultimately define what kind of uses are permitted and which regulations govern them.

Ukiah City Code: Zoning (Chapter 2)

A zoning code, or ordinance, establishes regulations that, in part, implement the General Plan and determine how property in a city can be used. Zoning codes typically establish zoning districts that specify allowable uses (e.g., residential, commercial, industrial) and development standards (e.g., structure height, setbacks, lot size, parking requirements). The Ukiah Zoning Code generally allows duplexes and multi-family residential developments in seven districts:

- Medium Density Residential (R-2)
- Heavy Commercial (C-2)
- General Urban (GU)
- Downtown Core (DC)
- High Density Residential (R-3)
- Community Commercial (C-1)
- Urban Center (UC)

Parking standards are set forth in Division 9, Chapter 2, Section 17.9198 of the Ukiah City Code. Generally, the Code requires two parking spaces for single family homes and duplexes, one parking space for one-bedroom apartment units and two spaces for two-bedroom apartment units (see Table 1). Mixed use projects containing a commercial component generally require one space per every 250 square feet of gross leasable space.

Table 1 – Number of Parking Spaces Required

Residential Parking Requirements	
Land Use	Number of Spaces Required
Single-Family Dwellings	2.0 spaces per dwelling unit
Duplexes	2.0 spaces per dwelling unit
Multiple-Family and Condominiums	1.0 parking space for one bedroom units; 2.0 parking spaces for two or more bedroom units

Source: Chapter 2, Section 17.9198(A) Number of Parking Spaces Required, 2020.

Parking Reduction Policies

The existing Zoning Code allows slight deviations from the parking standards through a discretionary review process depending on specific circumstances. For example, in any district, the sum of the separate parking requirements for each use in a mixed residential/commercial project may be reduced up to 35 percent when the City can make a finding that daytime and nighttime demand for parking spaces are offset. Parking requirements may also be reduced in Parking District 1 within the downtown area for projects containing pedestrian accessibility to services, are within a set distance from transit stops, or are located near City parking lots.

In any district, the Community Development Director may approve a reduction in parking requirements up to 30 percent for specific types of residential development. The reduction in parking for each use is dependent on a multitude of factors, such as the occupants age disabilities, or household size. Projects eligible for this reduction are housing developments with at least four dwelling units reserved for any of the following:

- Seniors
- Transitional housing
- Other special needs housing
- Emergency shelters
- Single room occupancies

The City also grants parking reductions for affordable housing projects. In any district where residential development is allowed, a reduction in parking requirements up to 20 percent may be granted for housing with at least four units made available to persons of low, very low, or extremely low income.

Potential Flexible Parking Considerations

Municipalities throughout the state are modernizing parking standards as travel habits shift away from single-occupancy automobile travel toward



Multi-family complexes with an abundance of parking spaces are common in Ukiah.

alternative modes of transportation. Local governments are taking new approaches to determining parking demand, particularly in areas that are walkable and have access to transit. Greater flexibility in parking requirements can reduce the amount of land that is allocated to parking and increase the amount of land for active uses.

Fortunately, cities have a multitude of tools at their disposal to further reduce parking standards if they so wish. As stated in the City of Ukiah Housing Element, the existing inflexibility in parking requirements may put an unnecessary constraint on the development of housing. The following section provides examples the Ukiah might consider implementing to address parking challenges.

Maximums in Lieu of Minimums

Parking requirements in the Zoning Code are currently stated in terms of a minimum number of required spaces. One of the biggest concerns with minimum parking requirements is they have the potential to waste a great deal of space by applying a “one size fits all” solution. Parking minimums fail to consider the many nuances of a residential development, such as tenant vehicle ownership rates and transit use. That is, parking minimums assume that every tenant owns one or more vehicles, which is increasingly not the case, particularly with lower income tenants. In many cases, parking lots are rarely fully occupied.

To address this issue, some communities have not only eliminated minimum parking standards but have adopted parking maximums instead. Rather than specifying a minimum number of spaces that must be provided, a maximum limit is placed on the number of parking spaces that may be developed as a part of a residential project. Replacing parking minimums with maximums can help developers avoid having to over-supply parking just to comply with regulatory requirements. Additionally, parking maximums have the potential to reduce development costs and greatly reduce the entitlement process timeframe because developers avoid the procedure of securing a zoning modification that allows them to provide fewer spaces than required.

Unbundled Parking

“Unbundling” parking is the practice of selling or leasing parking spaces separate from the purchase or lease of the commercial or residential use. This allows base housing costs to be lowered and individuals who do not need parking the flexibility of paying less for their dwelling unit. It also incentivizes individuals—where they have the option, to walk, bike, or use public transit for daily activities—to forego parking space ownership.

The Cities of Albany and San Jose included unbundled parking as a parking reduction incentive for multi-family residential projects. These cities allowed reduced parking requirements, via unbundling, for multi-family residential projects in pedestrian-oriented areas. Ukiah can apply a similar reduction incentive to residential developments across the City. While the City Code

allows the Community Development Director, based on making specific findings, to reduce the parking for residential development by a percentage, the City could implement additional provisions to allow or incentivize unbundled parking for residential projects.

Implementation of AB 744

Assembly Bill (AB) 744 is a bill signed into legislation in 2015 aimed at easing parking requirements for affordable housing. The bill allows affordable housing developers to build less parking than many local zoning regulations currently permit. AB744 is limited to a few specific types of housing that generally house population groups that tend to own fewer cars and drive less than the general population. Those instances include housing for special needs populations, and housing for low-income and very-low income people. The bill also applies to mixed-income developments that include a minimum number of affordable units. In all cases, these developments are required to have easy and convenient access to public transportation.

Under AB 744, if a developer of a qualified housing type requests to build less parking than required in the zoning code, a city must allow it, unless it can demonstrate that more parking is necessary. The bill further specifies that “demonstrate” does not entail the preparation of a vague “parking study.” The parking study to be conducted would have to be recent and based on “substantial evidence,” including area-wide parking availability, transit access, potential for shared parking, the effect of parking requirements on the cost of developments, and rates of car ownership among low-income, senior, and special needs individuals. This process shifts the burden of proof from the developer to the city, while in the process codifying the assumption that in general the populations in these types of development need and use fewer parking spaces.

AB 744 allows developers of specific housing types to request lower parking minimums as follows:

- 100 percent affordable housing within ½ mile of transit with frequent service: 0.5 parking spaces per unit
- 100 percent affordable housing for seniors, within ½ mile of frequent transit service or with access to paratransit service: 0.5 parking spaces per unit
- 100 percent affordable housing for developmentally disabled adults, within ½ mile of frequent transit service or with access to paratransit service: 0.5 parking spaces per unit
- Mixed-income housing within ½ mile of a well-served transit stop and with at least 11 percent of the units set aside for extremely low-income residents or 20 percent set aside for low-income residents: 0.5 parking spaces per bedroom

While Ukiah currently grants parking reductions up to 20 percent for affordable housing projects, it may consider amending its parking regulations to be consistent with AB 744.

Reduction in Residential Parking Minimums

Communities can reduce the number of spaces required per unit (i.e. from 1.5 to 1.0 spaces per bedroom or per unit) on a community-wide basis. This technique works well in particular zoning districts or locations for specific types of housing, such as age-restricted senior or affordable housing. Based on an analysis of communities with a similar population density, it appears that Ukiah’s parking requirements are higher than average. The cities that were analyzed as part of this memo include: Albany, Arcata, and Red Bluff. The following tables (Table 2) summarize each city’s parking standards for residential uses.

Table 2 – Parking Standards in Similar Communities

Residential Parking Requirements			
Land Use	City of Albany	City of Arcata	City of Red Bluff
Single-Family Dwelling	2.0 spaces per unit	Min: 1.0 space per unit	2.0 spaces per unit
		Max: 2.0 spaces per unit	
Two-Family Dwelling/Duplex	1.5 spaces per unit	Min: 1.0 space per unit	2.0 spaces per unit
		Max: 2.0 spaces per unit	
Multi-Family Dwelling	1.0 space per unit	Min: 1.0 space per unit	2.0 spaces per unit
		Max: 2.0 spaces per unit	
Senior Housing Development	0.5 spaces per unit	Min: 0.75 spaces per unit	N/A
		Max: 1.5 spaces per unit	
Residential Mixed-Use Development	1.0 space per unit	N/A	N/A
Affordable Housing	0.5 spaces per bedroom	N/A	N/A
Shared Housing	0.5 spaces per unit	N/A	N/A
Live/Work Space	1.0 space per unit	N/A	N/A

Source: Section 20.28.030 Parking Spaces Required, City of Albany, 2020. Section 9.36.040 Number of Parking Spaces Required, City of Arcata, 2020. Chapter 25, Article XXIII, Section 25.217(D) Off-Street Parking Requirements, City of Red Bluff, 2020.

Based on the above analysis of similar cities, Ukiah may consider amending their City Code to reduce the overall parking requirements for residential uses. Table 3 below provides a moderate reduction in parking standards, whereas Table 4 provides a more aggressive reduction.

Table 3 – Moderate Reduction to Residential Parking Standards for Ukiah

Residential Parking Requirements		
Land Use	Existing	Proposed
Single-Family Dwellings	2.0 spaces per dwelling	2.0 spaces per dwelling
Duplexes	2.0 spaces per dwelling	1.5 spaces per dwelling
Multiple-Family and Condominiums	1.0 parking space for one bedroom units; 2.0 parking spaces for two or more bedroom units	1.0 spaces per dwelling

Table 4 – Aggressive Reduction to Residential Parking Standards for Ukiah

Residential Parking Requirements		
Land Use	Existing	Proposed
Single-Family Dwellings	2.0 spaces per dwelling	2.0 spaces per dwelling
Duplexes	2.0 spaces per dwelling	1.0 spaces per dwelling
Multiple-Family and Condominiums	1.0 parking space for one bedroom units; 2.0 parking spaces for two or more bedroom units	0.5 spaces per dwelling

Conclusion

Many cities hoping to encourage affordable multi-family development have found reducing parking standards to be one effective and innovative solution. Whether through the implementation of State law, the reduction of parking standards community-wide, or the adoption of new parking reduction concepts, it is imperative communities reduce barriers to multi-family residential development during this housing crisis.

Sources

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City of Ukiah Objective Multi-Family Residential Design and Development Standards

Public Review Draft – June 2020

Informational Icons



The following design and development standards with the leaf logo indicate that the standard aligns with sustainability practices.



The following design and development standards with the law enforcement logo indicate that the standard aligns with common Crime Prevention Through Environmental Design (CPTED) practices.

A. Development Standards.

1. Setbacks.

- a. **Front.** The front setback shall comply with the base zone front setback requirements.
- b. **Setback Landscaping.** Areas between the required setback and street improvements shall be landscaped per the landscaping requirements in Subsection (A)(11).
- c. **Side (Interior).**
 - (1) **Minimum Side Setbacks.** There is no minimum interior side setback, provided that structures comply with the Building and Fire Code standards for structure separation.
 - (2) **Zero Setback.** If zero setbacks are proposed, the side setback opposite the zero setback shall be a minimum of five feet.
- d. **Rear.** The rear setback shall comply with the base zone rear setback requirements.

- 2. **Property Access.** There shall be vehicular access from a dedicated and improved street, easement, or alley to off-street parking areas.

- 3. **Street Frontage.** Every primary residential structure shall have frontage on a public street or an access-way which has been approved for residential access by the City.

- 4. **Structure Orientation.** Structures shall incorporate site design that reduces heating and cooling needs by orienting structures (both common facilities and dwelling units) on the parcel to reduce heat loss and gain, depending on the time of day and season of the year. 

- 5. **Structure Height.** Structure height shall comply with the base zone maximum allowable height.

- 6. **Alternative Energy Applications.** All structures shall be designed to allow for the installation of alternative energy technologies including but not limited to active solar, wind, or other emerging technologies, and shall comply with the following standards: 

- a. Installation of solar technology on structures such as rooftop photovoltaic cell arrays shall be installed in accordance with the State Fire Marshal safety regulations and guidelines.
- b. Roof-mounted equipment shall be located in such a manner so as to not preclude the installation of solar panels.

- 7. **Utility Lines.** All utility lines from the service drop to the structure shall be placed underground.

- 8. **Mail and Package Delivery Location.** Mailboxes and package delivery areas shall be in locations that are visible by residents at the interior of a structure entrance, elevator lobby, or stairwell. 

9. Primary Entrances.

- a. **Entry Lighting.** All primary structure entrances shall include dawn to dusk lighting for safety and security per Subsection A(15). 
- b. **Interior-Facing Structures.**

- (1) The primary entrance of each interior-facing structure shall be oriented toward paseos, courtyards, pathways, and active landscape areas.
 - (2) For safety, units not facing the street shall be oriented to provide visual access to entryways, pedestrian pathways, recreation areas, and common facilities from dwelling units. 🏡
- c. **Street-Facing Structures.** Structures at the street shall have a front entry oriented to the street.

10. Open Space.

a. Public Open Space.

- (1) **Public Open Space.** Not less than 10 percent of the gross acreage of the total project shall be set aside as public open space to allow for active and passive recreation opportunities and that includes shading elements to benefit all residents of the project. Open space ownership and maintenance shall be the responsibility of the property owner(s).
- (2) **Connections.** Public open space areas shall be directly connected to all interior space areas (i.e., community room, recreation room, exercise center), trash and recycling enclosures, laundry facilities (if applicable), structure entrances, parking areas, and mail delivery areas by pedestrian-oriented pathways.
- (3) **Landscaping.** A minimum of 15 percent of the required public open space shall be landscaped with materials and plantings consistent with the standards in Subsection (A)(11) (Landscaping) and the subject parcels underlying base zone landscaping requirements.
- (4) **Lighting.** In addition to the Exterior Lighting standards in Subsection (A)(15), public open space areas shall incorporate accent lighting. Accent lighting may include string lighting in trees or crisscrossed over pedestrian area via, courtyards, or plazas; tree up-lighting; lighting in fountains; or lighting of significant structures or architectural design features.
- (5) **Public Gathering Space.** Public open space areas shall include a minimum of two of the following public gathering spaces:
 - a) Patio seating area for a minimum of eight people. Patio seating can be fixed chairs and tables, table/bench combination, or landscape materials (i.e., slabs of stone or rock);
 - b) Water feature in the form of a fountain, bubblers, or water play pad;
 - c) BBQ area no smaller than 200 square feet with a minimum of three BBQs and tables; or
 - d) Pedestrian plaza no smaller than 200 square feet with a minimum of four benches.
- (6) **Recreation Facilities.** A maximum of 25 percent of the required public open space area may be paved for recreation facilities including but not limited to basketball courts, tennis courts, common playground, or swimming pools.

b. Private Open Space.

- (1) **Ground Floor Units.** Each ground floor dwelling unit shall include a minimum of 80 square feet of private open space in the form of a covered or uncovered patio to allow for light, air, and privacy.
- (2) **Above Ground Floor Units.** Each above ground floor dwelling unit shall include a minimum of 40 square feet of private open space in the form of a terrace, balcony, or rooftop patio to allow for light, air, and privacy.

11. Landscaping.

a. Landscaping Plans. Existing features, such as trees, creeks, and riparian habitats shall be incorporated into landscaping plans.

b. Site Landscaping.

- (1) All street trees shall be planted consistent with the Standard Planting Detail on file with the City Engineer.
- (2) Vegetation (i.e., bushes, shrubs, flowers) shall be maintained at a height of no more than three feet when located adjacent to pedestrian pathways and building facades and placed in such a manner that does not obstruct lighting. 🌿
- (3) In addition to the landscaping standards associated with the subject parcels underlying base zone, multi-family developments shall include a minimum of 20 percent onsite landscaping.

c. Landscaping Plant Selection.

- (1) Landscape planting shall consist of at least 75 percent native, drought-tolerant plants and/or flowering plants. 🌱
- (2) All tree plantings shall be equivalent to a 15-gallon container or larger.
- (3) Street trees shall be selected from the approved species on the Ukiah Master Tree List – Required Street Tree List.

12. Personal Outdoor Storage Spaces. A minimum of 10 square feet (80 cubic feet) of personal outdoor storage space shall be provided for each dwelling unit. Personal outdoor storage areas shall be covered and able to be locked.

13. Bicycle Parking.

- a. Class I Bicycle Parking.** One Class I bicycle parking space (i.e., bicycle locker) is required for every 15 dwelling units. The Class I bicycle space shall be located within or directly adjacent to the required public open space area.
- b. Class II Bicycle Parking.** One Class II bicycle parking space (i.e., inverted U-rack, ribbon rack, wave rack) is required for every three dwelling units. The Class II bicycle space shall be located within or directly adjacent to the required public open space area.

14. Parking and Circulation.

a. Parking Areas.

(1) Parking Lot Design and Location.

- a) Parking is prohibited within required sight distance areas.
- b) Projects with more than 15 dwelling units shall not site more than 50 percent of the total parking stalls in a single parking area.
- c) Parking areas shall not be located between the building(s) and the primary street frontage.
- d) Parking areas within a site shall be internally connected and use shared driveways.

(2) Parking Lot Landscaping.

- a) Parking areas with 12 or more parking stalls shall have a tree placed between every four parking stalls with a continuous linear planting strip, rather than individual planting wells, unless infeasible.
- b) Parking areas shall provide shade trees in landscaped areas and along pedestrian pathways. Parking areas shall be designed to provide a tree canopy coverage of 50 percent over all paved areas within 10 years of planting.

- c) Parking areas shall use concrete curbing or raised planting areas to protect landscaped areas from encroaching vehicles.
- d) At least 75 percent of parking lots trees shall be deciduous species.

(3) Parking Lot Lighting.

- a) Parking lots shall include pole mounted lighting that shall be no more than 16 feet in height.
- b) Parking lot lighting shall be directed downward to minimize glare.

(4) Carports.

- a) Carports shall be reserved for vehicles and shall not be used as storage space.
- b) Carports shall be located no more than 50 feet from the dwelling units they serve.

b. Required Parking.

(1) Guest Parking. A minimum of three guest parking spaces shall be provided for every six dwelling units.

(2) Parking Standards. Multi-Family dwelling parking standards shall be consistent with the parking regulations in Article 17 (Off-Street Parking and Loading).

15. Exterior Lighting.

- a. Pedestrian-oriented lighting shall be provided in active pedestrian areas (i.e., paseos, sidewalks, pathways, etc.) for safety and security. 🏡
- b. Pedestrian pathway lighting features shall not exceed 10 feet in height.
- c. Active pedestrian areas shall incorporate free-standing lighting separate from structures.
- d. Pedestrian pathways, elevator lobbies, parking areas, stairwells, and other common areas shall have a minimum illumination levels of 0.5 foot-candles at the pathway surface to clearly show walking conditions. 🏡
- e. Overhead sports court lighting shall illuminate only the intended area. Light trespass onto neighboring parcels is prohibited.
- f. Outdoor lighting shall use energy efficient lighting technology and shall be shielded downward to reduce glare and light pollution. 🌿

16. Trash and Recycling Enclosures. All trash and recycling enclosures shall include the following:

- a. Masonry walls with finished metal doors.
- b. Vehicle and pedestrian access gates.
- c. Downward lighting for safety and security. 🏡

17. Structure Identification. Structure identification numbers shall be placed along pedestrian pathways and roads and shall be readable from a distance of at least 60 feet. 🏡

18. Signage and Information. Developments shall comply with the Sign Standards in Division 3, Article 7 of the Municipal Code (Signs). In addition, all directional signage and informational kiosks (i.e., development maps) shall be located at the entrances of individual buildings and at convergences of main pedestrian pathways. 🏡

B. Design Standards.

- 1. Carports.** Carports shall not be visible from the street and shall include the approved color palette, materials, and design elements of the structure.
- 2. Color Palettes.**

- a. All structures shall include at least one primary color, one secondary color, and two accent colors, in addition to the color of the roofing material.
 - b. Each structure elevation shall include two colors in the selected color palette.
 - c. Projects that include more than 10 dwelling units shall include at least two-color palettes, where no single-color palette shall be used on more than 50 percent of the dwelling units.
- 3. **Fences and Walls.** The following materials are prohibited for all fences and walls:
 - a. Electrified;
 - b. Barb wire/razor wire;
 - c. Sharp objects such as spires and glass;
 - d. Cyclone or chain link; and;
 - e. Vinyl.
- 4. **Glazing.** Structures shall incorporate the use of energy efficient glazing to reduce heat loss and gain. 🌿
- 5. **Community Mailboxes.** Common mailboxes shall be painted using the approved color palette for the overall development.
- 6. **Trash and Recycling Enclosures.** Masonry walls and metal doors shall be painted in accordance with the approved color palette for the overall project.
- 7. **Roof Design and Materials.**
 - a. Horizontal eaves longer than 20 feet in length shall be broken up by gables, building projections, or other forms of articulation.
 - b. Roof overhangs shall be a minimum of 12 inches.
 - c. The following are allowable roofing materials:
 - (1) Non-reflective standing seam metal roofs in shades of tan, brown, and black;
 - (2) Cool foam roofs (white);
 - (3) Clay tile; and
 - (4) Architectural composition shingles.
- 8. **Screening.** All screening of ground-mounted and roof-mounted equipment shall be painted in accordance with the approved color palette for the project.
- 9. **Stairways/Stairwells.** Exterior stairways/stairwells that are not enclosed shall not be visible from the public right-of-way. 🚶‍♂️
- 10. **Structure Massing.** Structures that have a length longer than 30 feet shall include facades with varying modulation with a minimum depth of 2 feet at intervals of no more than 10 feet.
- 11. **Structure Materials and Elements.**
 - a. Drainpipes, parapets, and ledges shall not be located near windows, corridors, and balconies. If such placement is not feasible, they shall face parking lots, public spaces, and roads. 🚶‍♂️
 - b. All structures shall include a minimum of two primary materials (i.e., stone, wood, masonry, or metal) on each structure elevation. Each material shall comprise at least 20 percent of the elevations excluding windows and railings.
 - c. The following primary structure materials are prohibited:
 - (1) Heavy timber, exposed logs in their natural state;

- (2) Stucco textured foam, synthetic stucco, vinyl or vinyl clad materials; and
- (3) Unfinished galvanized metals.

**CITY OF UKIAH
PLANNING COMMISSION MINUTES
Regular Meeting
Held remotely via GoTo Meeting
June 10, 2020
6:00 p.m.**

1. CALL TO ORDER

The City of Ukiah Planning Commission met at a Regular Meeting on June 10, 2020, having been legally noticed on June 3, 2020. Chair Christensen called the meeting to order at 6:00 p.m.

CHAIR CHRISTENSEN PRESIDING.

2. ROLL CALL

Roll was taken with the following **Commissioners Present:** Ruth Van Antwerp, Linda Sanders, Mike Whetzel, and Chair Laura Christensen; **Staff Present:** Craig Schlatter, Community Development Director; Mireya Turner, Interim Senior Planner; and Alicia Tlelo-Martinez, Assistant Planner. Commissioner Hilliker was absent.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Christensen.

4. APPROVAL OF MINUTES

There were no Minutes to approve.

5. APPEAL PROCESS

No matters eligible for appeal were heard.

6. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No public comment was received.

7. SITE VISIT VERIFICATION

Confirmed by Commissioners.

8. VERIFICATION OF NOTICE

Confirmed by Staff.

9. PLANNING COMMISSIONERS' REPORT

Presenter: Chair Christensen.

10. PLANNING COMMISSION DIRECTOR'S REPORT

Presenter: Craig Schlatter, Community Development Director.

11. CONSENT CALENDAR

There were no Consent items.

12. NEW BUSINESS

- a. Joint Meeting with Design Review Board to Consider the Draft Objective Development and Design Standards for Multi-family Residential Development, and Approve Recommendation to City Council

Community Development Director Craig Schlatter notified the Commission that this item required further staff review and should be carried over to a future meeting.

There were no members of the public present wishing to speak.

Motion/Second: Commissioner Sanders/Commissioner Whetzel carried the item over to a future meeting; carried by the following roll call vote: AYES: Van Antwerp, Whetzel, Sanders and Chair Christensen, NOES: None ABSENT: Hilliker. ABSTAIN: None.

- b. Joint Meeting with the Design Review Board to Consider the Flexible Parking Standard Options for New Residential Development, and Approve Recommendation to City Council

Community Development Director Craig Schlatter introduced the item. Interim Senior Planner Mireya Turner presented the staff report.

No one from the public was present wishing to speak.

Motion/Second: Commissioner Sanders/Commissioner Whetzel approved a recommendation of the Moderate Reduction to Residential Parking Standards, and Unbundling Parking Options, with a minimum requirement of one (1) standard parking space per unit of housing; carried by the following roll call vote: AYES: Van Antwerp, Whetzel, Sanders and Chair Christensen, NOES: None ABSENT: Hilliker. ABSTAIN: None.

13. UNFINISHED BUSINESS

There were no items to consider.

14. ADJOURNMENT

There being no further business, the meeting adjourned at 7:25 p.m.

Mireya G. Turner, Interim Senior Planner

**CITY OF UKIAH
DESIGN REVIEW BOARD MINUTES
SPECIAL MEETING
Meeting held remotely, via GoTo Meeting
June 10, 2020
6:00 p.m.**

1. CALL TO ORDER

Chair Liden called the Design Review Board meeting to order at 6:05 p.m.

Chair Tom Liden presiding.

2. ROLL CALL

Present: Members Morrow, and Chair Liden

Absent: Members Coale, Hawkes, and Nicholson

Staff Present: Craig Schlatter, Community Development Director
Mireya G. Turner, Interim Senior Planner
Alicia Tlelo-Martinez, Assistant Planner

Others Present: Planning Commissioners Van Antwerp, Sanders,
Whetzel, and Christensen

3. CORRESPONDENCE

None was received.

4. APPROVAL OF MINUTES

None

5. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No comments were received.

6. NEW BUSINESS

- a. Joint Meeting with Design Review Board to Consider the Draft Objective Development and Design Standards for Multi-family Residential Development, and Approve Recommendation to City Council

Members Hawkes and Coale were present at 6:15 p.m.

Community Development Director Craig Schlatter notified the Commission that this item required further staff review and should be carried over to a future meeting.

There were no members of the public present wishing to speak.

Motion/Second: Members Hawkes/Commissioner Coale carried the item over to a future meeting; carried by the following roll call vote: AYES: Hawkes, Coale, Morrow, and Liden NOES: None ABSENT: Nicholson ABSTAIN: None.

- b. Joint Meeting with the Design Review Board to Consider the Flexible Parking Standard Options for New Residential Development, and Approve Recommendation to City Council

Community Development Director Craig Schlatter introduced the item. Interim Senior Planner Mireya Turner presented the staff report.

No one from the public was present wishing to speak.

Motion/Second: There was consensus to approve a recommendation of the Moderate Reduction to Residential Parking Standards, and Unbundling Parking Options, with a minimum requirement of one (1) standard parking space per unit of housing; carried by the following roll call vote: AYES: Hawkes, Coale, and Liden NOES: Morrow ABSENT: Nicholson ABSTAIN: None.

7. **MATTERS FROM THE BOARD**

None

8. **MATTERS FROM STAFF**

None.

9. **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:25 p.m.

CITY OF UKIAH
DESIGN REVIEW BOARD SPECIAL MEETING MINUTES
Held remotely via GoTo Meeting
June 25, 2020
6:00 p.m.

1. CALL TO ORDER

Chair Liden called the Design Review Board meeting to order at 3:11 p.m.

Chair Tom Liden presiding.

2. ROLL CALL

Present: Members Coale, Hawkes and Chair Liden

Absent: Member Morrow and Nicholson

Staff Present: Craig Schlatter, Community Development Director
Mireya G. Turner, Interim Senior Planner
Alicia Tlelo-Martinez, Assistant Planner

3. CORRESPONDENCE

None was received.

4. APPROVAL OF MINUTES

a. Approval of Draft Minutes of the September 26, 2019 Regular Meeting

There was consensus to carry over the minutes to the next meeting.

5. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No comments were received.

6. NEW BUSINESS

a. Consideration of Draft Objective Development and Design Standards for Multi-family Residential Development, including Duplexes, Tri-plexes, and Four-plexes, and Approve Recommendation to the City Council

Community Development Director Craig Schlatter introduced the item. Interim Senior Planner Mireya Turner presented the staff report.

No one from the public was present wishing to speak.

Following discussion, the Design Review Board voiced consensus on a number of comments.

Motion/Second: Commissioner Hawkes/Commissioner Coale approved a recommendation of approval of the Draft Objective Development and Design Standards, and requested staff convey their comments to the City Council; carried by the following roll call vote: AYES: Coale, Hawkes and Chair Liden NOES: None ABSENT: Morrow and Nicholson ABSTAIN: None.

7. MATTERS FROM THE BOARD

None

8. **MATTERS FROM STAFF**

None.

9. **ADJOURNMENT**

There being no further business, the meeting adjourned at 4:35 p.m.

CITY OF UKIAH
PLANNING COMMISSION MINUTES
Regular Meeting
Held remotely via GoTo Meeting
July 22, 2020
6:00 p.m.

1. CALL TO ORDER

The City of Ukiah Planning Commission met at a Regular Meeting on July 22, 2020, having been legally noticed on July 17, 2020. Chair Christensen called the meeting to order at 6:00 p.m.

CHAIR CHRISTENSEN PRESIDING.

2. ROLL CALL

Roll was taken with the following **Commissioners Present:** Ruth Van Antwerp, Linda Sanders, Mike Whetzel, Mark Hilliker, and Chair Laura Christensen; **Staff Present:** Craig Schlatter, Community Development Director and Mireya Turner, Interim Senior Planner.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Christensen.

4. APPROVAL OF MINUTES

a. Approval of Minutes of the June 10, 2020 Regular Meeting

Motion/Second: Commissioners Hilliker/Whetzel approved the Minutes of the June 10, 2020 Regular Meeting, carried the following roll call vote: AYES: Van Antwerp, Whetzel, Hilliker, Sanders and Chair Christensen, NOES: None ABSENT: None. ABSTAIN: None.

5. APPEAL PROCESS

No matters eligible for appeal were heard.

6. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No public comment was received.

7. SITE VISIT VERIFICATION

Site visit verification was not required.

8. VERIFICATION OF NOTICE

Confirmed by Staff.

9. PLANNING COMMISSIONERS' REPORT

Presenter: Chair Christensen.

10. PLANNING COMMISSION DIRECTOR'S REPORT

Presenter: Craig Schlatter, Community Development Director.

11. CONSENT CALENDAR

There were no Consent items.

12. NEW BUSINESS

- a. Consideration of Draft Objective Development and Design Standards for New Residential Development, including duplexes, triplexes, four-plexes, and multi-family projects with more than five units, and recommendation to City Council

Interim Senior Planner Mireya Turner presented the staff report.

After discussion, the Commission expressed consensus on the following comments:

- Add/modify language to clarify and differentiate between 10.a.3 Landscaping, and 11.b.3 Site Landscaping
- Modify 11.b.4 to read as follows, "In addition to the Exterior Lighting standards in Subsection (A)(15), public open space areas shall incorporate accent lighting. Accent lighting may include string lighting in trees or crisscrossed over pedestrian area via, courtyards, or plazas; ~~tree-up-lighting~~; lighting in fountains; or lighting of significant structures or architectural design features."
- Modify B.7.c.1 Roof Design and Materials, to read as follows, "Non-reflective standing seam metal roofs in shades of tan, brown, black, *light blue, red, and green.*"

Motion/Second: Commissioners Hilliker/Whetzel approved the comments listed above; carried by the following roll call vote: Van Antwerp, Whetzel, Hilliker, Sanders and Chair Christensen, NOES: None ABSENT: None. ABSTAIN: None.

The Planning Commission continued the item to a future meeting, to allow time for staff to research questions posed by the Commission.

13. UNFINISHED BUSINESS

There were no items to consider.

14. ADJOURNMENT

There being no further business, the meeting adjourned at 7:36 p.m.

Mireya G. Turner, Interim Senior Planner

CITY OF UKIAH
PLANNING COMMISSION MINUTES
Regular Meeting

Held Remotely via GoTo Meeting: <https://global.gotomeeting.com/join/281764245>

August 12, 2020

6:00 p.m.

1. CALL TO ORDER

The City of Ukiah Planning Commission met at a Regular Meeting on August 12, 2020, having been legally noticed on August 7, 2020. Chair Christensen called the meeting to order at 6:10 p.m.

CHAIR CHRISTENSEN PRESIDING.

2. ROLL CALL

Roll was taken with the following **Commissioners Present:** Ruth Van Antwerp, Linda Sanders, Mike Whetzel, Mark Hilliker (*arriving at 6:14 p.m.*), and Laura Christensen; **Staff Present:** Craig Schlatter, Community Development Director; Mireya Turner, Planning Manager; and Kristine Lawler, City Clerk.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Christensen.

4. APPROVAL OF MINUTES

a. Approval of May 27, 2020, Regular Meeting Minutes.

b. Approval of July 22, 2020, Regular Meeting Minutes.

Motion/Second: Sanders/Whetzel to approve Minutes of May 27, 2020, a regular meeting, and the Minutes of July 22, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Van Antwerp, Whetzel, Hilliker, Sanders and Chair Christensen. NOES: None. ABSENT: None. ABSTAIN: None.

5. APPEAL PROCESS

No matters eligible for appeal were heard.

6. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No public comment was received.

7. SITE VISIT VERIFICATION

Confirmed by Commissioners.

8. VERIFICATION OF NOTICE

Confirmed by Staff.

9. PLANNING COMMISSIONERS' REPORT

Presenter: Commissioner Van Antwerp

10. DIRECTOR'S REPORT

Presenter: Craig Schlatter, Community Development Director.

11. **CONSENT CALENDAR**

No Consent Calendar Items on agenda.

12. **NEW BUSINESS**

a. Consideration of Appeal of City Engineer's Approval of a Minor Subdivision to Divide the Existing ±0.60-acre (26,136 sf) parcel into three parcels at 589 North School Street, APN 002- 146-01. File No. 19-4992.

Presenters: Mireya Turning, Planning Manager and Craig Schlatter, Community Development Director.

Public Comment: Jim Brown, Appellant, Mary Misseldine (*Read by Clerk*), Quelani Penland, Representing Applicant; and Andrew Webb.

At 7:40 p.m., Vice Chair Sanders departed, returning at 7:42 p.m.

Motion by Chair Christensen to deny the appeal and approve the minor subdivision, based on attachment six - the draft findings - for the minor subdivision for 589 North School Street,

Motion failed for lack of a second.

RECESS: 8:12 – 8:23 P.M.

Clerk performed a roll call to determine that all commissioners were back from recess.

Motion/Second: Sanders/Hilliker to postpone this item to the August 26, 2020, Planning Commission meeting at 6:00 p.m. pending a staff report on potential findings or legal concerns. Motion **carried** by the following roll call votes: AYES: Van Antwerp, Whetzel, Hilliker, and Sanders. NOES: Christensen. ABSENT: None. ABSTAIN: None.

13. **UNFINISHED BUSINESS**

a. Update to Consideration of Draft Objective Development and Design Standards for New Residential Development, including duplexes, triplexes, four-plexes, and multi-family projects with five or more units, and recommendation to City Council.

Presenter: Mireya Turning, Planning Manager and Craig Schlatter, Community Development Director.

No public comment was received.

Motion/Second: Whetzel/Hilliker to recommend the objective design and development standards for new residential construction with the concerns *[regarding possible conflicts between a required number of guest parking per units and the flexible parking standards]* conveyed to the City Council. Motion **carried** by the following roll call votes: AYES: Van Antwerp, Whetzel, Hilliker, Sanders and Christensen. NOES: None. ABSENT: None. ABSTAIN: None.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:00 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. 1952 Health Officer Agreement
2. Livestock Permitting Ordinance Redline
3. Livestock Permitting Ordinance CLEAN

Summary: The City Council will discuss and consider introducing an Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

Background: Planning staff were recently asked to investigate whether a resident of an R1 district was allowed to keep two goats on their property and under what circumstances. The City Code, in Division 5, Chapter 2, outlines a process for applying for a permit ("Livestock Permit") to keep livestock, such as goats, within the City, sets forth standards for determining whether the Livestock Permit should be granted, and allows for an administrative hearing for the applicant or an interested person to appeal that determination.

The City Code currently designates the Health Department of the City as the department charged with making Livestock Permit determinations. "Health Department" is defined in Section 4152, Division 5, Chapter 1 of the City Code as the "Health Officer or authorized agents of the County Health Officer or City Health Officer." While the City Code, in Sections 470-471, establishes the office of Health Officer, there is no City Health Officer currently designated. However, in 1952, the City and the County of Mendocino entered into an agreement ("Agreement", included here as Attachment 1) whereby the County Health Officer acts as the Health Officer for the City and performs ". . . all the functions relating to the enforcement in the City of all Ordinances of the City relating to public health and sanitation. . . ." To staff's knowledge, that Agreement remains in effect.

The City Code provisions regarding Livestock Permits in Division 5, Chapter 2 were adopted in 1961. At the time they went into effect, it is likely that the County Health Officer was charged with administering Livestock Permits for the City. There is no historic record of the County Health Officer fulfilling that function within the last decade. In addition, given the current demands on the County Health Officer and related officials during the COVID-19 pandemic, it would not be practical to seek to have the County take on this administrative role for the City, nor is this desired by City staff. In the City, as in other jurisdictions, these sort of property-related health and safety issues are largely treated as issues of land use and zoning. (See, e.g., Ukiah City Code Section 9181, which charges the Zoning Administrator with the responsibility to receive applications for and grant use permits to allow keeping hen chickens or rabbits.) Because Planning and Building staff currently handle administration, inspections, and enforcement of health and safety issues related to land use and zoning, it makes the most sense for Planning and Building to be responsible for administering and enforcing Livestock Permits. As such, staff recommends that the Council introduce and adopt a Livestock Permit

Ordinance that authorizes the City's Zoning Administrator to review applications for Livestock Permits, conduct necessary investigations, and make findings and determinations on issuance of Livestock Permits.

Discussion: The Livestock Permit Ordinance, a redlined version of which is attached here as Attachment 2 and a clean version as Attachment 3, amends Division 5, Chapter 2 of the City Code to replace all references to the "Health Department" as the entity authorized to review applications for and make determinations regarding Livestock Permits with references to the "Zoning Administrator". In addition, a definition for Hearing Officer is added to clarify that appeals of the Zoning Administrator's Livestock Permit determinations will be heard by the Hearing Officer appointed by the City Council to hear and decide appeals from a variety of determinations made by City officials and entities.

Specifically, under the Livestock Permit Ordinance, any person, firm, or corporation wishing to keep livestock in the City must submit an application for a permit to do so to the Zoning Administrator. On receipt of a Livestock Permit application, the Zoning Administrator will conduct an investigation to determine whether keeping animals as requested in the application would: 1) Create a hazard to public health or safety; 2) Constitute a public or private nuisance; or, 3) Otherwise seriously and injuriously affect living conditions or property values in adjacent or neighboring properties ("Adverse Conditions").

If the Zoning Administrator finds that none of the Adverse Conditions are present, or would be present in the event the application is granted, he/she shall issue the Livestock Permit. A Livestock Permit, like a use permit, may contain any conditions that the Zoning Administrator deems necessary. Livestock Permits are nontransferable and are valid only for the location stated in the Permit. In addition, Livestock Permits may be modified or terminated at any time whenever the Zoning Administrator determines that the circumstances have changed so as to cause any of the Adverse Conditions.

If a Livestock Permit applicant or permittee, or any other interested person is dissatisfied with the determination of the Zoning Administrator regarding the existence of any Adverse Conditions or is aggrieved by any decision of the Zoning Administrator with respect to the issuance, modification or termination or refusal to issue, modify or terminate any Livestock Permit, they may apply for a hearing before the Hearing Officer of the City. The Livestock Permit Ordinance sets forth the standard procedure for these administrative hearings.

Finally, the Livestock Permit Ordinance states that anyone dissatisfied with the decision of the Hearing Officer may appeal to the City Council, which will hear and consider evidence and make a final determination on the appeal.

These amendments to the Livestock Ordinance are intended to clarify the process for permitting livestock. However, Staff intends to conduct a more comprehensive review of the livestock and related ordinances and propose more comprehensive amendments as time allows.

Recommended Action: Approve the introduction of the Ordinance Amending Division 5, Chapter 2 of the City Code to Designate the Entity Authorized to Make Determinations on Livestock Permits.

BUDGET AMENDMENT REQUIRED: N/A

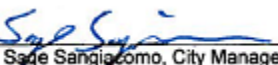
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Community Development

Approved: 
Sage Sangiacomo, City Manager

FILED

FEB 25 1952

CITY OF UKIAH

*E. Mitchell*A G R E E M E N T

THIS AGREEMENT, made and entered into in quadruplicate this ~~15th~~, day of Feb. 15th; 1952, by and between COUNTY OF MENDOCINO, a Political Subdivision of the State of California, hereinafter referred to and called "County", and the CITY OF UKIAH, a Municipal Corporation, hereinafter call^{ed} the "City";

W I T N E S S E T H:

WHEREAS, the respective parties hereto have found it will be for the best interest of said City and of said County that the County Health Officer of Mendocino County act for said CITY OF UKIAH,

NOW, THEREFORE, pursuant to authority vested in the above referred to public agencies, the County and the City agree that the Health Officer of the County shall perform in the City all the functions relating to the enforcement in the City of all Ordinances of the City relating to public health and sanitation, and the making of all inspections and the performances of all functions in connection therewith, and of all functions and duties as authorized under Sections 480, 481 and 482 of the Health and Safety Code, State of California, including control of communicable diseases, general sanitation, food inspection, quarantine and isolation regulations and other public health matters as are now or may hereafter be conferred upon health officers by State Law and Local Ordinances within the City or County. The County agrees to furnish to the City such services of a health officer at the date thereof or at any time during the life of this Agreement.

IT IS UNDERSTOOD AND AGREED that this Contract shall be in force and effect from the 15th. day of FEBRUARY, 1952 and shall continue and be in force until cancelled by a thirty-day written notice by either party to this contract.

The County agrees to provide the services performed for the City under the terms of this Contract, at no cost to the City.

IT IS UNDERSTOOD that the City may, as it sees fit, appoint additional public health personnel for duty within the City, except that such appointments shall be passed upon by the Health Officer as to ability and qualifications and that all such appointees shall be under the control and supervision of the Health Officer. The expense involved as to salaries, mileage, supplies and equipment for City appointed public health personnel shall not be chargeable to the County.

The City further agrees that said Health Officer of the County shall have such power and assistance in the City, including access to such information and records of said City necessary and usually extended to a City Health Officer for law enforcement.

The City agrees and understands that said Health Officer may perform services for the County outside of the City; provided, however, that City appointees will cooperate under the orders of the Health Officer with County Public Health personnel in problems wherein mutual benefit to said City and said County is involved and that there will be no duplication of service by above named public health personnel.

IT IS ALSO FURTHER UNDERSTOOD AND AGREED that copies of this Agreement will be distributed to the County and the City, the County Health Officer and the California State Department of Public Health, Bureau of Local Health Service, 611 Phelan Building, San Francisco, California.

IN WITNESS WHEREOF, the County has, by order of the Board of Supervisors, caused this Agreement to be subscribed by the Chairman of said Board of Supervisors and to be attested and the Seal of said Board affixed hereto by the Clerk of said Board, and the City has,

by order of its City Council, caused this Agreement to be subscribed on its behalf by the Mayor of the City and to be attested and the Seal of the City Affixed by the Clerk of the City as of the day and year first above written.

BOARD OF SUPERVISORS OF THE COUNTY
OF MENDOCINO, STATE OF CALIFORNIA

By Ed Hoehl
Its Chairman

ATTEST:

WJ Broadus
Its Clerk
By Edmund Beck, Deputy
Approved as to form and legality

James E. Burch
DISTRICT ATTORNEY OF MENDOCINO
COUNTY

CITY OF UKIAH, A MUNICIPAL CORPORATION
OF THE STATE OF CALIFORNIA

By Russell E. Richardson
Its Mayor

ATTEST

H. Mitchell
Its City Clerk

Raymond P. Back
CITY ATTORNEY OF THE CITY OF UKIAH

A G R E E M E N T

THIS AGREEMENT, made and entered into in quadruplicate this 1st., day of Feb. 15th; 1952, by and between COUNTY OF MENDOCINO, a Political Subdivision of the State of California, hereinafter referred to and called "County", and the CITY OF UKIAH, a Municipal Corporation, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, the respective parties hereto have found it will be for the best interest of said City and of said County that the County Health Officer of Mendocino County act for said CITY OF UKIAH,

NOW, THEREFORE, pursuant to authority vested in the above referred to public agencies, the County and the City agree that the Health Officer of the County shall perform in the City all the functions relating to the enforcement in the City of all Ordinances of the City relating to public health and sanitation, and the making of all inspections and the performances of all functions in connections therewith, and of all functions and duties as authorized under Sections 480, 481, and 482 of the Health and Safety Code, State of California, including control of communicable diseases, general sanitation, food inspection, quarantine and isolation regulations and other public health matters as are now or may hereafter be conferred upon health officers by State Law and Local Ordinances within the City or County. The County agrees to furnish to the City such services of a health officer at the date thereof or at any time during the life of this agreement.

IT IS UNDERSTOOD AND AGREED that this Contract shall be in force and effect from the 15th. day of FEBRUARY, 1952 and shall continue and be in force until cancelled by a thirty-day written notice by either party to this contract.

The County agrees to provide the services performed for the City under the terms of this Contract, at no cost to the City.

IT IS UNDERSTOOD that the City may, as it sees fit, appoint additional public health personnel for duty within the City, except that such appointments shall be passed upon by the Health Officer as to ability and qualifications and that all such appointees shall be under the control and supervision of the Health Officer. The expense involved as to salaries, mileage, supplies and equipment for City appointed public health personnel shall not be chargeable to the County.

The City further agrees that said Health Officer of the County shall have such power and assistance in the City, including access to such information and records of said City necessary and usually extended to a City Health Officer for law enforcement.

The City agrees and understands that said Health Officer may perform services for the County outside of the City; provided, however, that City appointees will cooperate under the orders of the Health Officer with County Public Health personnel in problems wherein mutual benefit to said City and said County is involved and that there will be no duplication of service by above named public health personnel.

IT IS ALSO FURTHER UNDERSTOOD AND AGREED that copies of this Agreement will be distributed to the County and the City, the County Health Officer and the California State Department of Public Health, Bureau of Local Health Service, 611 Phelan Building, San Francisco, California.

IN WITNESS WHEREOF, the County has, by order of the Board of Supervisors, caused this Agreement to be subscribed by the Chairman of said Board of Supervisors and to be attested and the Seal of said Board affixed hereto by the Clerk of said Board, and the City has,

by order of its City Council, caused this Agreement to be subscribed on its behalf by the Mayor of the City and to be attested and the Seal of the City Affixed by the Clerk of the City as of the day and year first above written.

BOARD OF SUPERVISORS OF THE COUNTY
OF MENDOCINO, STATE OF CALIFORNIA

By _____
Its Chairman

ATTEST:

ITS Clerk

Approved as to form and legality

DISTRICT ATTORNEY OF MENDOCINO
COUNTY

CITY OF UKIAH, A MUNICIPAL CORPOR-
ATION OF THE STATE OF CALIFORNIA

By _____
Its Mayor

ATTEST:

Its City Clerk

CITY ATTORNEY OF THE CITY OF UKIAH

A G R E E M E N T

THIS AGREEMENT, made and entered into in quadruplicate this 1st., day of Feb. 15th; 1952, by and between COUNTY OF MENDOCINO, a Political Subdivision of the State of California, hereinafter referred to and called "County", and the CITY OF UKIAH, a Municipal Corporation, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, the respective parties hereto have found it will be for the best interest of said City and of said County that the County Health Officer of Mendocino County act for said CITY OF UKIAH,

NOW, THEREFORE, pursuant to authority vested in the above referred to public agencies, the County and the City agree that the Health Officer of the County shall perform in the City all the functions relating to the enforcement in the City of all Ordinances of the City relating to public health and sanitation, and the making of all inspections and the performances of all functions in connections therewith, and of all functions and duties as authorized under Sections 480, 481, and 482 of the Health and Safety Code, State of California, including control of communicable diseases, general sanitation, food inspection, quarantine and isolation regulations and other public health matters as are now or may hereafter be conferred upon health officers by State Law and Local Ordinances within the City or County. The County agrees to furnish to the City such services of a health officer at the date thereof or at any time during the life of this agreement.

IT IS UNDERSTOOD AND AGREED that this Contract shall be in force and effect from the 15th. day of FEBRUARY, 1952 and shall continue and be in force until cancelled by a thirty-day written notice by either party to this contract.

The County agrees to provide the services performed for the City under the terms of this Contract, at no cost to the City.

IT IS UNDERSTOOD that the City may, as it sees fit, appoint additional public health personnel for duty within the City, except that such appointments shall be passed upon by the Health Officer as to ability and qualifications and that all such appointees shall be under the control and supervision of the Health Officer. The expense involved as to salaries, mileage, supplies and equipment for City appointed public health personnel shall not be chargeable to the County.

The City further agrees that said Health Officer of the County shall have such power and assistance in the City, including access to such information and records of said City necessary and usually extended to a City Health Officer for law enforcement.

The City agrees and understands that said Health Officer may perform services for the County outside of the City; provided, however, that City appointees will cooperate under the orders of the Health Officer with County Public Health personnel in problems wherein mutual benefit to said City and said County is involved and that there will be no duplication of service by above named public health personnel.

IT IS ALSO FURTHER UNDERSTOOD AND AGREED that copies of this Agreement will be distributed to the County and the City, the County Health Officer and the California State Department of Public Health, Bureau of Local Health Service, 611 Phelan Building, San Francisco, California.

IN WITNESS WHEREOF, the County has, by order of the Board of Supervisors, caused this Agreement to be subscribed by the Chairman of said Board of Supervisors and to be attested and the Seal of said Board affixed hereto by the Clerk of said Board, and the City has,

by order of its City Council, caused this Agreement to be subscribed on its behalf by the Mayor of the City and to be attested and the Seal of the City Affixed by the Clerk of the City as of the day and year first above written.

BOARD OF SUPERVISORS OF THE COUNTY
OF MENDOCINO, STATE OF CALIFORNIA

By _____
Its Chairman

ATTEST:

ITS Clerk

Approved as to form and legality

DISTRICT ATTORNEY OF MENDOCINO
COUNTY

CITY OF UKIAH, A MUNICIPAL CORPOR-
ATION OF THE STATE OF CALIFORNIA

By _____
Its Mayor

ATTEST:

Its City Clerk

CITY ATTORNEY OF THE CITY OF UKIAH

A G R E E M E N T

THIS AGREEMENT, made and entered into in quadruplicate this 1st., day of Feb. 15th; 1952, by and between COUNTY OF MENDOCINO, a Political Subdivision of the State of California, hereinafter referred to and called "County", and the CITY OF UKIAH, a Municipal Corporation, hereinafter called the "City".

W I T N E S S E T H:

WHEREAS, the respective parties hereto have found it will be for the best interest of said City and of said County that the County Health Officer of Mendocine County act for said CITY OF UKIAH,

NOW, THEREFORE, pursuant to authority vested in the above referred to public agencies, the County and the City agree that the Health Officer of the County shall perform in the City all the functions relating to the enforcement in the City of all Ordinances of the City relating to public health and sanitation, and the making of all inspections and the performances of all functions in connections therewith, and of all functions and duties as authorized under Sections 480, 481, and 482 of the Health and Safety Code, State of California, including control of communicable diseases, general sanitation, food inspection, quarantining and isolation regulations and other public health matters as are now or may hereafter be conferred upon health officers by State Law and Local Ordinances within the City or County. The County agrees to furnish to the City such services of a health officer at the date thereof or at any time during the life of this agreement.

IT IS UNDERSTOOD AND AGREED that this Contract shall be in force and effect from the 15th. day of FEBRUARY, 1952 and shall continue and be in force until cancelled by a thirty-day written notice by either party to this contract.

The County agrees to provide the services performed for the City under the terms of this Contract, at no cost to the City.

IT IS UNDERSTOOD that the City may, as it sees fit, appoint additional public health personnel for duty within the City, except that such appointments shall be passed upon by the Health Officer as to ability and qualifications and that all such appointees shall be under the control and supervision of the Health Officer. The expense involved as to salaries, mileage, supplies and equipment for City appointed public health personnel shall not be chargeable to the County.

The City further agrees that said Health Officer of the County shall have such power and assistance in the City, including access to such information and records of said City necessary and usually extended to a City Health Officer for law enforcement.

The City agrees and understands that said Health Officer may perform services for the County outside of the City; provided, however, that City appointees will cooperate under the orders of the Health Officer with County Public Health personnel in problems wherein mutual benefit to said City and said County is involved and that there will be no duplication of service by above named public health personnel.

IT IS ALSO FURTHER UNDERSTOOD AND AGREED that copies of this Agreement will be distributed to the County and the City, the County Health Officer and the California State Department of Public Health, Bureau of Local Health Service, 611 Phelan Building, San Francisco, California.

IN WITNESS WHEREOF, the County has, by order of the Board of Supervisors, caused this Agreement to be subscribed by the Chairman of said Board of Supervisors and to be attested and the Seal of said Board affixed hereto by the Clerk of said Board, and the City has,

by order of its City Council, caused this Agreement to be subscribed on its behalf by the Mayor of the City and to be attested and the Seal of the City Affixed by the Clerk of the City as of the day and year first above written.

BOARD OF SUPERVISORS OF THE COUNTY
OF MENDOCINO, STATE OF CALIFORNIA

By _____
Its Chairman

ATTEST:

ITS Clerk

Approved as to form and legality

DISTRICT ATTORNEY OF MENDOCINO
COUNTY

CITY OF UKIAH, A MUNICIPAL CORPOR-
ATION OF THE STATE OF CALIFORNIA

By _____
Its Mayor

ATTEST:

Its City Clerk

CITY ATTORNEY OF THE CITY OF UKIAH

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING DIVISION 5, CHAPTER 2 OF THE CITY CODE TO
DESIGNATE THE ENTITY AUTHORIZED TO MAKE
DETERMINATIONS ON LIVESTOCK PERMITS.**

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

SECTION ONE.

Division 5, Chapter 2 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§4200 KEEPING LIVESTOCK WITHIN CITY LIMITS PROHIBITED WITHOUT PERMIT

It shall be unlawful for any person, firm, or corporation to keep, harbor or maintain, or cause, permit or suffer to be kept, harbored or maintained within the corporate limits of the City any cow, bull, calf, horse, mule, jennie, jack, burro, sheep, goat, swine or any other livestock without then and there having a valid permit in writing issued by the Zoning Administrator of the City under the provisions of the Chapter.

§4201 APPLICATION FOR PERMIT

Any person, firm or corporation required to have a permit under the provisions of this Chapter shall make application for the same to the ~~Health Department~~Zoning Administrator of the City. Such application shall be in writing and signed by the applicant and shall contain the following:

- A. The name and address of the applicant.
- B. The type and number of such animals.
- C. The place where such animals are intended to be kept.
- D. The length of time such applicant intends to keep such animals at such place.
- E. Such other information as may be required by the ~~Health Department~~Zoning Administrator for the enforcement of the provisions of this Chapter.

**§4202 ~~HEALTH DEPARTMENT~~ZONING ADMINISTRATOR TO INVESTIGATE
CONDITIONS; STANDARDS**

Upon receipt of an application for a permit required under this Chapter the ~~Health Department~~ Zoning Administrator shall make an investigation to determine if the keeping

of such animals as requested in the application would create or continue any of the following conditions:

- A. Create a hazard to public health or safety; or,
- B. Constitute a public or private nuisance; or,
- C. Otherwise seriously and injuriously affect living conditions or property values in adjacent or neighboring properties

§4203 ISSUANCE OF PERMIT; FORM; CONDITIONS

If the ~~Health-Department~~Zoning Administrator finds that none of the conditions set forth in §4202 are present, or would be present in the event the application were granted, it shall issue to the applicant the permit requested. The permit may be unconditional or may contain such conditions as are deemed necessary by the ~~Health-Department~~Zoning Administrator. The permit shall be in such form as prescribed by the ~~Health-Department~~Zoning Administrator and shall be signed by an authorized member thereof. It shall be nontransferable and shall be valid only for the location stated in the permit.

§4204 DURATION OF PERMIT; TERMINATION OR MODIFICATION; NOTICE TO PERMITTEE

The permit shall continue until modified or terminated, and the same way be modified or terminated at any time whenever in the opinion of the ~~Health-Department~~Zoning Administrator the circumstances have changed so as to cause any of the conditions set forth in §4202 to be present. At least ten (10) day's notice in writing shall be given the permittee prior to any modification or termination becoming effective. Placing such notice in the regular U.S. Mail, postage prepaid, and addressed to the permittee at the address appearing on the application shall constitute such notice. Permittee shall at all times keep the ~~Health-Department~~Zoning Administrator informed of any change in his address, and in the event of notification of such change such notice shall be given to permittee at such changed address rather than the address appearing in the application.

§4205 REFUSAL TO ISSUE PERMIT

If the ~~Health-Department~~Zoning Administrator finds that any one or more of the conditions set forth in §4202 are present, or would be present in the event the application were granted, it shall refuse to issue the permit requested, and shall notify the applicant of such action and the reason therefor.

§4206 ADMINISTRATIVE HEARINGS

In any case where an applicant for a permit, a permittee, or any other interested person is dissatisfied with any determination of the ~~Health-Department~~Zoning Administrator relative to the presence or absence of any of the conditions mentioned in section 4202 of this code, or is aggrieved by any decision of the ~~Health-Department~~Zoning Administrator with respect to the issuance, modification or termination or refusal to issue, modify or

terminate any permit required by this chapter, such person may apply for a hearing before the Hearing Officer of the City. Such hearing shall be held within fifteen (15) days from the date of filing the application for hearing, unless continued at the request of the appellant. Notice of the time and place of hearing shall be given the appellant, and he shall be entitled to appear in person or by counsel and present evidence. In the event such a hearing is requested by other than an applicant or permittee, any applicant or permittee affected thereby shall be given the same notice and shall have the same rights to appear and present evidence as the person requesting the hearing.

The Hearing Officer shall hear and consider evidence presented at such hearing, and shall decide the issue based upon the evidence presented. A decision must be rendered in writing by such Hearing Officer within ten (10) days from the date of hearing, and a copy of any such decision shall be furnished to the person requesting the hearing, and affected applicant or permittee, and any other interested person requesting the same. The decision may reverse, affirm or modify any action of the ~~Health-Department~~Zoning Administrator, and may provide such other determination as the Hearing Officer may deem appropriate.

* * *

SECTION TWO.

A new Section 4211 shall be added to Chapter 2 in Division 5 of the Ukiah City Code and shall read as follows:

§4211 DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings when those terms are used in this Chapter.

HEARING OFFICER. An individual appointed by the City Council to hear and decide appeals of certain decisions made by City officials and entities, as defined further in Section 23 of this Code.

SECTION THREE.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____ 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

Adopted on _____, 2020, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING DIVISION 5, CHAPTER 2 OF THE CITY CODE TO
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Upon receipt of an application for a permit required under this Chapter the Zoning Administrator shall make an investigation to determine if the keeping of such animals as requested in the application would create or continue any of the following conditions:

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The permit shall continue until modified or terminated, and the same may be modified or terminated at any time whenever in the opinion of the Zoning Administrator the circumstances have changed so as to cause any of the conditions set forth in §4202 to be present. At least ten (10) day's notice in writing shall be given the permittee prior to any modification or termination becoming effective. Placing such notice in the regular U.S. Mail, postage prepaid, and addressed to the permittee at the address appearing on the application shall constitute such notice. Permittee shall at all times keep the Zoning Administrator informed of any change in his address, and in the event of notification of such change such notice shall be given to permittee at such changed address rather than the address appearing in the application.

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§4206 ADMINISTRATIVE HEARINGS

In any case where an applicant for a permit, a permittee, or any other interested person is dissatisfied with any determination of the Zoning Administrator relative to the presence or absence of any of the conditions mentioned in section 4202 of this code, or is aggrieved by any decision of the Zoning Administrator with respect to the issuance, modification or termination or refusal to issue, modify or terminate any permit required by this chapter, such person may apply for a hearing before the Hearing Officer of the City. Such hearing shall be held within fifteen (15) days from the date of filing the application for hearing, unless continued at the request of the appellant. Notice of the time and

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* * *

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Introduced by title only on _____ 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action to Determine the City's Position on the 2020 Resolution being Considered by the League of California Cities and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate.

DEPARTMENT: City Manager / Admin

PREPARED BY: Sage Sangiacomo, City Manager

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. 2020 Resolution Packet

Summary: Council will discuss and provide direction to the City's voting delegate regarding the 2020 League of California Cities Conference Resolution to be considered at the League's Annual Conference.

Background: At the City Council Meeting of July 15, 2020, the Council designated Mayor Mulheren as the City's voting delegate, and City Manager Sangiacomo and Deputy City Manager Riley as the alternates, to represent the City of Ukiah at the League's 2020 Annual Conference October 7 - 9, to be held virtually. At the General Assembly meeting, the League membership considers and takes action on resolutions that establish League policy and positions.

There is one resolution up for consideration this year:

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Summary - This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

The full resolution being considered, along with background, supporting documents, and analysis are provided in Attachment #1, and can also be reviewed online at <https://www.cacities.org/resolutions>.

Discussion: Staff recommends that the Council provide direction to the voting delegate on the attached League of California Cities Resolution. The City can choose to support, oppose or abstain.

Recommended Action: Staff recommends that the Council provide direction to the voting delegate on the

attached League of California Cities Resolution. The City can choose to support, oppose or abstain.

BUDGET AMENDMENT REQUIRED: N/A

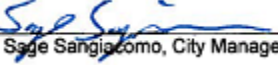
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



***Annual Conference
Resolutions Packet***

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash mobs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash mobs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Craft
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

5050 Clark Avenue, Lakewood, CA 90712 • (562) 866-9771 • Fax (562) 866-0505 • www.lakewoodcity.org • Email: service1@lakewoodcity.org

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction of Ordinance by Title Only, Amending Sign Ordinance.

DEPARTMENT: City Attorney

PREPARED BY: David Rapport, City Attorney

PRESENTER: David Rapport, City Attorney

ATTACHMENTS:

1. Sign Ordinance Amendment - REDLINED
2. Sign Ordinance Amendment - CLEAN

Summary: City Council will consider whether to amend Ukiah City Code Section 3224.C which lists "Political Signs" as exempt from requiring a sign permit. The proposed amendment would delete the requirement that the sign not be erected more than 60 days before the election to resolve a potential conflict with the First Amendment.

Background: The Ukiah Sign Ordinance in Section 3200.44 defines a "Political Sign" as a sign designed for the purpose of soliciting support of, or opposition to, a candidate or proposition at a public election. Currently, Ukiah City Code Section 3224.C exempts Political Signs, along with other listed types of signs, from the permit requirement, if the sign is erected no more than 60 days before the election and is removed no more than 10 days after the election.

The City Council heard a concern from a City Council member that a political sign may have been erected within city limits more than 60 days before the upcoming election on November 2, 2020. In advising how to respond to the issue, the City Attorney informed the City Clerk and later the City Council that several federal district courts had invalidated as, an unconstitutional violation of the First Amendment, a 60-day limit on similar political signs.

The City Council requested that the matter be placed on the agenda to discuss and possibly amend the Sign Ordinance to avoid the potential conflict with the First Amendment.

Discussion: The federal district court in Sacramento struck down a 60-day time limit on small temporary political signs as violating the First Amendment. (*Antioch v. Candidates' Outdoor Graphic Service*, 557 F. Supp. 52 (1982)). Its decision has been followed three times by other federal district courts in California. The 9th Circuit and the U.S. Supreme Court have not decided the issue.

The First Amendment claim arose in the *Antioch* case, because the 60-day limit in the city ordinance was directed at "political signs" which are distinguished by their content from other types of signs. Because the 60-day limit was applied to these signs, which are distinguished by the message communicated by the sign, the limit was considered a form of regulating speech content, which is presumed to be a per se violation of the First Amendment. Because of the presumption of unconstitutionality arising from the limitation on political signs in the *Antioch* case, Antioch had to prove that the 60-day limit was the least restriction possible to achieve its objective and the purpose of the regulation couldn't be achieved by other less restrictive means. The court found that political signs before an election are a localized form of communication available to candidates or to persons supporting or opposing ballot measures that are less expensive and potentially more

effective than radio or television. The court held that Antioch failed to show that the ordinance used the least drastic measures necessary to achieve its ends. Other options available to the city were possible regulation of the size and construction of signs, and clean-up and removal requirements.

The simple solution to avoid the possible First Amendment violation is to simply delete the 60-day limit from Section 3224.C, as proposed in the Ordinance amending Section 3224.C, which is attached in redlined format (Attachment 1) to show the deletion and a clean version (Attachment 2) to adopt, if the Council so chooses.

This is the quick fix to the potential conflict with the First Amendment. At a later date, the City Council may want to consider a more extensive review of the sign ordinance to address any other potential constitutional violations or other concerns that have arisen in administering the ordinance over the last 39 years since it was first adopted.

Recommended Action: Introduce by title only amendment to Ukiah City Code Section 3224.C listing "Political Signs" as exempt from requiring a sign permit.

BUDGET AMENDMENT REQUIRED: N/A

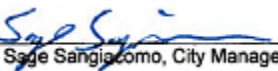
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING UKIAH CITY
CODE SECTION 3224 IDENTIFYING SIGNS THAT DO NOT REQUIRE A SIGN PERMIT**

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

SECTION 1**§3224 SIGNS EXEMPTED FROM PERMIT REQUIREMENTS**

The following signs do not require a sign permit:

- A. Professional or business signs in residential zones not to exceed two (2) square feet in area for home occupations as allowed by the zoning ordinance.
- B. For real estate signs, no single face may exceed six (6) square feet for each single-family home or duplex, and sixteen (16) square feet for multiple-family uses. Signs for commercial uses may not exceed thirty-two (32) square feet per face. These signs must be removed when the property is taken off the market.
- C. One political campaign sign on private property not exceeding four (4) square feet in area or four feet (4') in height. These signs shall be removed within ten (10) days following the elections. ~~Such signs shall not be erected prior to sixty (60) days before the election.~~
- D. Names of buildings or dates of erection of buildings when cut in a masonry surface or constructed of bronze or other incombustible material.
- E. Traffic or other municipal signs, railroad crossing signs, danger and other such emergency signs including wording painted on streets.
- F. Signs of a directional nature for special events not to exceed twenty four (24) square feet each to be allowed for the duration of the event, but not to exceed fourteen (14) days.
- G. Permanent signs serving as directional signs to institutes of an educational, religious, charitable or civic nature not to exceed four (4) square feet in area.
- H. Directional signs located within parking lots identifying the entrance and exit and other directional information only. Such signs shall not exceed four (4) square feet each or eight (8) square feet for all such signs per acre of parking.
- I. Signs showing the location of public telephones, restrooms and underground utility facilities.
- J. Signs (or decals) advertising credit cards, association memberships or trading stamps not to exceed two (2) square feet for each sign.
- K. Holiday lights, decorations and displays, provided such lights, decorations and displays are removed within ten (10) days after the holiday.
- L. Any sign, posting, notice, etc., placed by or required by a governmental entity in carrying out its responsibility to protect the general health and welfare of the community.

- M. Street signs and address numbers.
- N. Downtown parking district signs with business identification.
- O. Signs prohibiting parking on private property in conformance with section 7389 of this code.

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SECTION 4

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This ordinance shall become effective thirty (30) days after adoption.

Introduced by title only on- September 2, 2020 by the following roll call vote:

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AYES:
NOS:
ABSENT:
ABSTAIN:

Passed and adopted on _____, 2020 by the following vote:

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AYES:
NOS:
ABSENT:
ABSTAIN:

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Douglas F. Crane, Mayor

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ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING
UKIAH CITY CODE SECTION 3224 IDENTIFYING SIGNS THAT DO NOT REQUIRE
A SIGN PERMIT**

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

SECTION 1**§3224 SIGNS EXEMPTED FROM PERMIT REQUIREMENTS**

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- B. For real estate signs, no single face may exceed six (6) square feet for each single-family home or duplex, and sixteen (16) square feet for multiple-family uses. Signs for commercial uses may not exceed thirty-two (32) square feet per face. These signs must be removed when the property is taken off the market.
- C. One political campaign sign on private property not exceeding four (4) square feet in area or four feet (4') in height. These signs shall be removed within ten (10) days following the elections.
- D. Names of buildings or dates of erection of buildings when cut in a masonry surface or constructed of bronze or other incombustible material.
- E. Traffic or other municipal signs, railroad crossing signs, danger and other such emergency signs including wording painted on streets.
- F. Signs of a directional nature for special events not to exceed twenty four (24) square feet each to be allowed for the duration of the event, but not to exceed fourteen (14) days.
- G. Permanent signs serving as directional signs to institutes of an educational, religious, charitable or civic nature not to exceed four (4) square feet in area.
- H. Directional signs located within parking lots identifying the entrance and exit and other directional information only. Such signs shall not exceed four (4) square feet each or eight (8) square feet for all such signs per acre of parking.
- I. Signs showing the location of public telephones, restrooms and underground utility facilities.

J. Signs (or decals) advertising credit cards, association memberships or trading stamps not to exceed two (2) square feet for each sign.

K. Holiday lights, decorations and displays, provided such lights, decorations and displays are removed within ten (10) days after the holiday.

L. Any sign, posting, notice, etc., placed by or required by a governmental entity in carrying out its responsibility to protect the general health and welfare of the community.

M. Street signs and address numbers.

N. Downtown parking district signs with business identification.

O. Signs prohibiting parking on private property in conformance with section 7389 of this code.

SECTION 4

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This ordinance shall become effective thirty (30) days after adoption.

Introduced by title only on September 2, 2020 by the following roll call vote:

AYES:

NOS:

ABSENT:

ABSTAIN:

Passed and adopted on _____, 2020 by the following vote:

AYES:

NOS:

ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. 2020 City Council Special Assignments - 07-06-20

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich, Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 6295 mgrandi@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482	275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHS Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 AD HOC COMMITTEES			
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT	COMMENTS
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com	
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com	
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com	
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com	
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com	
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com	
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com	
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com	
Diversity and Equity	Orozco/Mulheren	TBD	